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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

नोटिस **NOTICE**

नीचे लिखे भारत के प्रसाधारण राजपत्र 10 दिसम्बर, 1966 तक प्रकाशित किए गये।

The undermentioned Gazettes of India Extraordinary were published up to the 10th December, 1966 :—

Issue No.	No and Date	Issued by	Subject
406	S.O. 3671, dated 5th December, 1966.	Ministry of Commerce	Further amendment in the Textile Commissioner's notification No. S.O. 2094, dated 6th July, 1966.
407	S.O. 3672, dated 5th December, 1966.	Ministry of Home Affairs.	The Punjab Reorganisation (Removal of Difficulties), Order No. 2 of 1966.
408	S.O. 3673, dated 5th December, 1966.	Election Commission, India	Designating Returning Officers for the Parliamentary Constituencies in the Union Territory of Delhi.
	S.O. 3674, dated 5th December, 1966.	Do.	Appointing some officers to assist the Returning Officers.
409	S.O. 3675, dated 6th December, 1966.	Do.	Corrections in the Delimitation Commission's Order No. 9, dated 16th September, 1965 relating to the State of Madras.
410	S.O. 3676, dated 6th December, 1966.	Do.	Corrections in the Delimitation Commission's Order No. 17, dated 22nd July, 1966, relating to the Union Territory of Delhi.

Issue No.	No. and Date	Issued by	Subject
411	S.O. 3789, dated 7th December, 1966.	Ministry of Information and Broadcasting.	Approval of the film as specified therein.
412	S.O. 3790, dated 9th December, 1966.	Ministry of Commerce.	Further amendment to the Exports (Control Order, 1962.
413	S.O. 3791, dated 15th December, 1966.	Election Commission, India.	Designating the Divisional Commissioner, Jammu and the Divisional Commissioner, Srinagar as the Officers to whom appeals shall lie from the decisions of the Registration Officers of the Parliamentary Constituencies.

ऊपर लिखे असाधारण राजपत्रों की प्रतियाँ प्रकाशन प्रबन्धक, सिविल लाइन्स, दिल्ली के नाम मांगपत्र भेजने पर भेजी जाएंगी। मांगपत्र प्रबन्धक के पास इन राजपत्रों के जारी होने की तारीख से 10 दिन के भीतर पहुँच जाने चाहिए।

Copies of the Gazettes Extraordinary mentioned above will be supplied on indent to the Manager of Publications, Civil Lines, Delhi. Indents should be submitted so as to reach the Manager within ten days of the date of issue of these Gazettes.

भाग II—खण्ड 3—उपखण्ड (ii)

PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ क्षेत्र प्रशासन को छोड़कर) केन्द्रीय प्राधिकरणों द्वारा जारी किए गए विधिक आदेश और अधिसूचनाएँ।

Statutory orders and notifications issued by the Ministries of the Government of India (other than the Ministry of Defence) and by Central Authorities (other than the Administration of Union Territories).

ELECTION COMMISSION, INDIA

New Delhi, the 21st November 1966

S.O. 3886.—In pursuance of section 106 of the Representation of the People Act 1951, the Election Commission hereby publishes the Order pronounced on the 8th November, 1966 by the Election Tribunal, Jhunjhunu.

BEFORE THE MEMBER ELECTION TRIBUNAL, JHUNJHUNU
SHRI MOHAMMED RAZA ALI KHAN, R.H.J.S.

ELECTION PETITION No. 269 of 1962

Ridmalsingh son of Shri Chand Singh caste Rajput resident of village Lama, Tehsil Chirawa, District Jhunjhunu—*Petitioner.*

Versus

(1) Shri Murarka Radhey Shyam Ramkumar son of Shri Murarka Ramkumar Shri Niwas, caste Vaishya, resident of Nawalgarh at present at Carmical Road, Bombay.

- (2) Th. Raghubir Singhji son of Rawan Bishan Singhji, caste Rajput, resident of Bissau at present residing at Bissau House, Hawall Sahar Garbi, Khetri Road, Jaipur.
- (3) Shri Ghasi Ram son of Shri Jaita Ram caste Jat, resident of Bas Ghasi Ramka, Post Office Bagar, District Jhunjhunu.
- (4) Shri Maliram son of Shri Laxmichand, caste Raigar, resident of Raigar Mohalla, Nawalgarh, District Jhunjhunu.
- (5) Shri Biharilal Bhartiya son of Shri Rameshwarji Peeramal Arichwal caste Brahman resident of Bagar, Dist. Jhunjhunu.
- (6) Shri Loyalka Chiranjilal, Sri Ram Chandra son of Shri Ramchandra caste Vaishya resident of Pilani at present residing at Share and Stock Broker Stock Exchange, New Building, Appolo Street, Fort Bombay.
- (7) Returning Officer, Shri V. I. Rajgopal I.A.S. (Jhunjhunu Parliamentary Constituency) at present posted as Director Small Saving at Jaipur—Respondent.

Election Petition under section 81 of the Representation of People Act, 1951, to set aside election of Shri Murarka Radheyshyam Ramkumar.

PRESENT:

Shri Girdhar Gopal Bhargava Advocate counsel for the petitioner.

Shri Ganesh Narain Sharma and Shri Mahabeer Prasad Jain counsel for Respondent No. 1.

Shri Gokul Prasad Sharma counsel for Respondent No. 2.

JUDGMENT

This Election Petition was presented by one Ridmal Singh, an elector in the Jhunjhunu Parliamentary Constituency u/s 81 of the Representation of People Act, 1951 (hereinafter to be referred as the Act), before the Election Commission, India, New Delhi on 12th April, 1962. In pursuance of section 86(3) of the Act this petition was sent to this Tribunal for trial.

The facts giving rise to this petition briefly stated are these:—

The third general election for the House of People was held in the month of February, 1962. There were six candidates for Jhunjhunu Parliamentary Constituency whose nomination papers were accepted as valid by the Returning Officer of the said Constituency. The scrutiny of the nomination papers was effected by the Returning Officer on 22nd January, 1962 and the actual poll took place on 21st, 23rd and 25th February, 1962. The counting of the ballot papers commenced from 26th February, 1962 and the result was declared by the Returning Officer on 28th February, 1962. For the sake of convenience, the votes secured by each candidate to the Jhunjhunu Parliamentary Constituency are given below:—

	Votes Secured
(1) Shri Murarka Radhey Shyam Ramkumar Respondent No. 1	81,051
(2) Shri Raghubir Singhji Respondent No. 2	77,591
(3) Shri Ghasi Ram Respondent No. 3	71,551
(4) Shri Mali Ram Respondent No. 4	24,039
(5) Shri Beharilal Bhartiya Respondent No. 5	7,805
(6) Shri Loyalka Chiranjilal Ramchandra Respondent No. 6	6,276

As a result of the above announcement Respondent No. 1 Shri Murarka Radheyshyam Ramkumar (hereinafter to be referred as Respondent No. 1) was declared by the Returning Officer to be elected by a majority of 3,460 votes from his nearest rival Shri Raghubirsingh (hereinafter to be referred as Respondent No. 2).

This petition was originally presented on 12th April, 1962 before the Election Commission and was received here on 24th May 1962. There were certain preliminary objections on behalf of the Respondent No. 1 that some essential particulars about the allegations were not given. The amendment of the petition was accordingly ordered and the amended petition was presented on 3rd October 1963. The additional written statement was filed by Respondent No. 1 on 19th November 1963 but the Tribunal by its order dated 2nd December 1963 did not entertain it.

The Respondent No. 1 also presented recrimination application on 26th June 1962 against Respondent No. 2 and its reply was presented on 9th July 1962.

It will appear that the petitioner has made several allegations under various paras of the petition. The allegations have been classified under various items but instead of making a verbatim repetition of the paras I propose to give a classified resume of the allegations by way of introduction while the allegations in their essential details will be dealt with at the appropriate place along with the findings of the issues.

The allegations in the Election Petition may be classified in two main parts, the first relates to the improper rejection of the nomination paper of one Shri Balji, while the second relates to irregularities in counting, change of polling stations and corrupt practices. The allegations in the second part are contained in paras 13 and 14 and their respective sub-paras. Para No. 13 consists of 12 sub-paras of which sub-paras (i) to (v) and (xii) refer to the irregularities in counting, mishandling and tampering with the ballot papers (covered in issues No. 10, 11, 12, 13, 14 and 22 and 23,) while sub-paras (vi) to (xi) of para No. 13 deal with the allegations and irregularities as a result of change in polling stations and thus depriving the electors of the exercise of their right of franchise, (covered in issues No. 15, 16, 17, 18, 19, 20 and 21). Para No. 14 of the petition is very important and deals with the allegations of corrupt practices said to have been committed by Respondent No. 1 (one). These allegations are again divided in sub-paras (a) to (h) (covered by issues No. 24 to No. 30).

Para No. 14(a) to (d) [covered in issues No. 24 (a), (b) (c) and (d)], relate to the allegations that Respondent No. 1 made payment of Rs. 5,000 to each of the eight congress candidates for the Rajasthan Legislative Assembly and also paid Rs. 1,000 by way of subscription to Congress Party for furthering the cause of election of Respondent No. 1, further the Respondent No. 1 procured 30 brand new jeeps, two station-wagons and one buick car for election purposes.

Allegations in para 14 (d). (i), (ii), (iii) and 14 (e) [covered in issues No. 25(a), (b), (c), No. 26(a), (b)], relate to the depreciation charges of 30 jeeps, 2 station wagons and one buick car, ranging upto Rs. 1,27,000 and expenses of Rs. 18,000 incurred by Respondent No. 1 on hire of 10 jeeps and also payment of Rs. 4,000 to the drivers of jeeps, and incurring of expenses of Rs. 36,000 on petrol and Rs. 3,000 on mobile oil.

Allegations in para 14(f) (covered in issue No. 27) relate with the travelling expenses alleged to have been incurred by Respondent No. 1 of 20 salaried employees which were called by him from outside.

Allegations in para No. 14(g) (covered in issue No. 38 (a) (b) and No. 29(a) (b) refer to the expenses incurred on meetings at various places as well as meetings arranged on the occasion of the visit of Shri Morarji Desai, entailing an expenditure of Rs. 10,000 and Rs. 5,000, respectively.

Allegations in para No. 14(h) (covered in issue No. 30) deal with regard to the alleged messes run at two places, Nawagarh and Jhunjhunu, by respondent No. 1, who incurred Rs. 12,000 towards the expenses of these messes.

Rest of the paras of the petition Nos. 15, 16, 17 refer to the presentation of the petition within the time prescribed making security deposit for presenting the petition as required by section 117 of the Act and lastly the relief asked for.

To sum up, the petitioner has challenged the election of Respondent No. 1 and has prayed that it be declared void and that he may be disqualified on the following grounds:—

- (1) That the Returning Officer wrongly rejected the nomination paper of Balu, as such, the election of Respondent No. 1 is liable to be set aside u/s 101 of the Act.

- (2) That there had been irregularities in counting and change of polling stations, further there was mishandling and tampering with the ballot papers which materially affected the result of election.
- (3) That Respondent No. 1 has committed corrupt practices:—
 - (i) As he has incurred far greater expenses than Rs. 25,000 as prescribed in Rule 90 of the Conduct of Election Rules, 1961.
 - (ii) That he has committed corrupt practices of incurring or authorising expenses in contravention of section 77 of the Act between the date of notification calling the election which was 13th January 1962 and the date of declaration of result on 28th February, 1962.

The petitioner in the concluding para of the petition has further prayed and asked for the relief that election of Respondent No. 1 may be declared void and Respondent No. 2 be declared as duly elected candidate for the Jhunjhunu Parliamentary Constituency and, further Respondent No. 1 be also declared as disqualified u/s 140 of the Act (which entails disqualification for membership of the Parliament and of the Legislature of any State for a period of six years).

The Respondent No. 1 filed his written statement on 10th September 1962 before the election Tribunal which runs into 43 paras. Of these paras No. 1 to 16 deal with the preliminary objections with regard to the affidavit filed along with the petition that material facts about some of the allegations have been lacking in the petition. In other paras of the written statement the Respondent No. 1 has denied that rejection of the nomination paper of Balli was improper, while paras No. 16 to 41 of the written statement contain the parawise replies of the allegations made in the petition.

The Respondent No. 1 has completely denied allegations about irregularities in counting, tampering with the ballot papers and change of polling stations. He has also denied the corrupt practices as detailed in para No. 14 of the petition. In the end the Respondent No. 1 has prayed that the petition is false and frivolous and should be dismissed with costs.

On behalf of the petitioner 77 witnesses have been produced in support of the petition and in rebuttal 13 witnesses have been produced and examined before the Tribunal and 7 witnesses have been examined on commission on behalf of Respondent No. 1. A number of documents have been produced on both the sides but 29 documents have been exhibited on behalf of the petitioner and 7 documents have been exhibited on behalf of the Respondent No. 1.

In support of recrimination application 8 witnesses have been produced on behalf of Respondent No. 1 and 7 witnesses have been produced in rebuttal on behalf of Respondent No. 2.

As many as 38 issues were framed on the pleadings of the parties on 3rd December 1963 which are as under:—

- (1) Whether the petitioner Shri Rdmalsingh is an elector in the Jhunjhunu Parliamentary Constituency and is entitled to present the petition?
- (2) Is the affidavit dated 14th August, 1962 in support of the allegations of corrupt practices contained in the petition barred by law of limitation? If so, is the petition not maintainable?
- (3) Whether the petition does not disclose a cause of action so far as the ground of improper rejection of the nomination paper of Shri Ballu is concerned?
- (4) Are the allegations contained in paragraphs No. 1 to 12 and Para 13, sub-para (ii) of the petition inconsistent with the relief No. 2 and are embarrassing and prejudicial to the Respondent No. 1? Are they liable to be struck off?
- (5) Did the Returning Officer fail in his duty at the time of the presentation of Shri Ballu's nomination paper to satisfy himself whether the names and electoral roll numbers of the candidate and his proposer as entered in the nomination paper were the same as entered in the electoral roll and, if so, what is the consequence thereof?
- (6) Did the Returning Officer fail in his duty to permit Shri Ballu or his proposer to correct the entry of his nomination paper and, if so, what is the consequence thereof?

- (7) Did the nomination paper of Shri Ballu contain the defects as recorded by the Returning Officer? If so, were these defects of unsubstantial character and the nomination paper was improperly rejected?
- (8) Did the nomination paper of Shri Ballu contain other defects as stated in para 11 of the written statement? If so, were those defects of a substantial character and his nomination paper was liable to be rejected for those defects also?
- (9) Did the Returning Officer act illegally in rejecting the nomination paper of Shri Ballu, though no candidate, election agent of any candidate or any other person present at the time of scrutiny objected to the nomination paper or to the identity of the proposer of Shri Ballu? If so, what is its effect?
- (10) Did the Returning Officer fail to observe the provisions of the R.P. Act and the Rules as alleged in para No. 13(i) of the petition and the events mentioned in the para 13(i) spoiled about 10,000 votes cast in favour of Respondent No. 2 which were later on rejected and about 5,000 ballot papers got ink marks which were illegally and improperly counted in favour of respondent No. 1? If so, did it materially affect the result of election?
- (11) Did the Returning Officer reject thousands of votes cast in favour of respondent Nos. 3 to 6 and count the same in their favour? If so, what was the number of such votes?
- (12) Did the Returning Officer improperly count votes in favour of respondent No. 1 which deserve to be rejected? If so, what was their number? How did it affect the result of the election?
- (13) Did the counting authorities improperly place ballot papers cast in favour of respondent No. 2 in the bundles containing the ballot papers cast in favour of respondent No. 1? If so, what was the number of such ballot papers and how it affected the result of the election?
- (14) Did the counting authorities improperly mix votes cast in favour of respondent Nos. 3 to 6 and count the same in their favour? If so, what was the number of such votes and how did it affect the result of the election?
- (15) (a) Were the voters of the electoral roll part No. 33 of the Gudha Assembly constituency to cast their votes at polling station No. 5 in Pukhta Dharamsala Bhorki and voters of the electoral roll part No. 34 to cast their votes at polling station No. 6 situate in Gillonki-Dhani in the same constituency according to the official Gazette notified list of polling stations u/s 25 of the Act?
- (b) Did the Returning Officer allow the voters of electoral roll No. 33 to cast their votes at polling station No. 6 Gillonki-Dhani and the voters of electoral roll part No. 34 to cast their votes at polling station No. 5 at Pukhta Dharamsala Bhorki?
- (c) Whether this change was illegal and votes polled void?
- (d) Whether due to this change only 450 voters could cast their votes at polling station No. 5 and 536 at polling station No. 6?
- (e) Were any number of voters deprived of their franchise due to this change?
- (f) Is so, how many?
- (g) How these matters affected the result of the election?
- (16) Was the Polling station No. 18 changed without notice from Thanmal Chunnihal Dharamsal to Durgaram's Dharamsal in Jasrapur? Did the voters not know this change in polling station and they could not cast their votes? If so, what was the number of such voters and how did it affect the result of election?
- (17) Was the Polling station Bissau No. 4 changed from Islamia Madarsa to Boltramji's Dharamsal Bissau? If so, were the voters misled by

this change and could not cast their votes. If so, how many and how this change affected the election result?

- (18) (a) Were wrong and unauthorised ballot papers used at Kakrana P.S. No. 24 and at Mandawa P.S. 53?
- (b) Were such votes cast at Kakrana P.S. and Mandawa P.S. void and, if so, what was their number?
- (c) What would be the effect of the use of such unauthorised ballot papers on the election?
- (19) Were tendered votes cast at the election? If so, how many and whether they were required to be counted and, if not counted, how it affected the result of the election?
- (20) Was the Returning Officer required to issue any notice to the electors posted on election duty of the Jhunjhunu Parliamentary constituency and he failed in that? If so, what was the number of such electors and how non-issue of the notice affected the result of the election?
- (21) Whether the authorities entrusted with the duties of counting tampered with the result-sheets at the time of counting as alleged in para No. 13(xi) of the petition? If so, how did it affect the result of the election?
- (22) (a) Did the Returning Officer suspend the counting in the night of 26th February, 1962 at 11 P.M. and recommence on 27th February, 1962 at 9 A.M.
- (b) Were the counted and the doubtful ballot papers not resealed during the interval and, there was tampering of the ballot papers in favour of respondent No. 1 during the period of suspension? If so, what is its effect?
- (23) Did the Returning Officer adjourn the counting of ballot papers on 28th February 1962 at 5 A.M. for 5 hours and during that suspension doubtful votes were not sealed and they were tampered with in favour of respondent No. 1? If so, what was the number of such votes and what would be its effect on election?
- (24) (a) Did the respondent No. 1 pay Rs. 5,000 to each of the eight congress candidates for the Rajasthan Legislative Assembly for furthering the cause of his election between 13th January 1962 and 28th February 1962?
- (b) Did the respondent No. 1 pay Rs. 1,000 by way of subscription to the Congress Party for furthering the prospect of his candidature on 13th January 1962 or on any other date thereafter before 19th January 1962?
- (c) Did the respondent No. 1 purchase and procure not less than 30 brand new jeeps and two brand new station wagons and use them for his election purposes?
- (d) Did the respondent No. 1 use one old buick car and 10 hired jeeps for his election purposes?
- If so, have the above expenses of the hire of jeeps and depreciation charges of Station Wagons, jeeps and old buick car not been included in the Election Expenses Return of the respondent No. 1? What would be the effect?
- (25) (a) Did the respondent No. 1 incur depreciation charges of each jeep between 13th January, 1962 and 28th February 1962 at Rs. 4,000 for each station wagon at Rs. 3,000 and for old buick car at Rs. 1,000?
- (b) Was the daily hire of one jeep Rs. 60?
- (c) Did the respondent No. 1 incur the expenses of Rs. 18,000 for hire of 10 jeeps till 28th February 1962?
- If so, have these expenses not been shown in the election Expenses Return of the Respondent No. 1 and what would be its effect on the election?

- (26) (a) Did the respondent No. 1 incur the expenses of Rs. 4,000 for pay of drivers and cleaners of 30 jeeps and one buick car?
- (b) Did the respondent No. 1 incur expenses of Rs. 36,000 for petrol and Rs. 3,000 for Mobil-oil used between 13th January 1962 and 28th February 1962?
- If so, have these expenses not been shown in the Election Expenses Return of the respondent No. 1? What would be its effect?
- (27) Did the respondent No. 1 incur expenses of Rs. 4,000 for travelling and other purposes of his 20 salaried employees between 13th January 1962 and 28th February 1962? If so, have these expenses not been shown in his return of election Expenses? What would be its effect?
- (28) (a) Whether the respondent No. 1 held election meetings in Jhunjhunu parliamentary constituency on different dates from 19th January 1962 to 19th February 1962 at places mentioned in para 14(g)(i) of the election petition? If so, whether the respondent No. 1 incurred expenses of Rs. 10,000 for such meetings.
- (b) Have these expenses not been shown in the Return of Election Expenses and what would be its effect on the election?
- (29) (a) Did Shri Morarji Desai come to sponsor the cause of election of respondent No. 1 and did the respondent No. 1 arrange meetings for Shri Morarji Desai, at Nawalgarh, Mandawa, Jhunjhunu and Bissau?
- (b) Did the respondent No. 1 incur the expenses for the said meetings and feeding of Shri Morarji Desai and his party amounting to Rs. 5,000?
- If so, have these expenses not been shown in the election expenses return and what would be its effect?
- (30) Was the respondent No. 1 running two messes at Jhunjhunu and Nawalgarh towns from 29th January 1962 and he incurred expenses of Rs. 12,000 on both those messes upto 28th February 1962? If so, have these expenses not been shown in the election expenses return and what would be its effect on the election?
- (31) Whether the petition does not disclose a cause of action even after the amendments made in the election petition so far with respect to the corrupt practices set out in Paras 14(b), 14(c), 14(d)(i), 14(d)(ii), 14(d)(iii), 14(e), 14(f)(ii) and 14(h)? If so, what is its effect?
- (32) Did the respondent No. 2 incur expenses for contesting the parliamentary and assembly elections seats more than Rs. 25,000? If so, is it against law and amounts to a corrupt practice? What would be its effect?
- (33) Did the respondent No. 2 show more expenses for his assembly election than actually incurred and less for the parliamentary seat? If so, what was the amount incurred for parliamentary election? What would be the effect of this?
- (34) Did the respondent No. 2 incur expenses as stated in para 3 and its sub-paras of the recrimination application filed by the respondent No. 1? Have these expenses not been shown in the election expenses Return of the respondent No. 2? If so, what would be its effect?
- (35) Did the respondent No. 2 incur the expenses as mentioned in para No. 4 and its sub-paras of the recrimination? If so, what would be its effect?
- (36) Did the respondent No. 2 commit the acts of bribery as contained in para No. 4 of the recrimination application? If so, what would be its effect?
- (37) Is the recrimination petition not entertainable as it was not presented to the authority entitled to receive it? If so, what would be its effect?
- (38) To what relief the parties are entitled?

Of the above issues No. 1 to 9 have been already disposed of by this Tribunal. Issue No. 1 was not contested, while issues No. 2 and 4 are based on the preliminary objections of Respondent No. 1 about limitation and allegations in paras No. 12 and 13 being inconsistent with the relief asked for. These have been decided on 16th December 1963.

The issues No. 3, 5, 6, 7, 8 and 9 relate to rejection of Balji's nomination paper. These have been also disposed of on 23rd December 1963 by this Tribunal, while deciding election Petition No. 295 of 1962. An appeal against the order of the Tribunal has been also rejected by the Hon'ble Rajasthan High Court vide its judgment dated 26th August 1964 and reported in A.I.R. 1965 Rajasthan Page 23.

Thus the issues from 1 to 9 have been already disposed of and only the issues under part II which are Nos. 10 to 32 will form subject matter of this judgment. The issues from 33 to 37 relate to points raised in recrimination application filed by Respondent No. 1 and reply thereto by Respondent No. 2 are also covered in this Judgment.

Finding of Issue No. 10

This issue relates to para 13(i) of the petition. The petitioner has alleged that on 26th February 1962 counting commenced at Police Lines, Jhunjhunu under the tents. There were 90 ballot boxes which were placed on 90 tables. No sooner counting commenced there were heavy rains followed by hailstorm. Thus the ballot papers got wet and ink sprinkled on the ballot papers, besides, there were also ink marks by mishandling of the ballot papers. Further the ballot papers were collected haphazardly in great hurry. These ballot papers because of rains had to be carried inside the rooms but they were neither placed in the ballot boxes nor duly sealed, thus there was clear contravention of rule 90 of the Conduct of Election Rules, 1961 (hereinafter to be referred as Rules). Since the ballot papers were left in possession of the counting parties, the agents of respondent No. 1 manipulated and spoiled the votes cast in favour of respondent No. 2 which were about 10,000 in number, and later on rejected. It is further urged that there were 5,000 ballot papers which were plain, had got ink marks but were illegally counted in favour of respondent No. 1. Thus there was non-compliance of Act and Rules, by the Returning Officer which materially affected the result of election.

It has been further urged that respondent No. 1 has not denied the fact that there were rains and the ballot papers were removed from the tents to the rooms. In this connection attention has been drawn to the statement of the Returning Officer Shri V. I. Rajagopal, the then Collector, Jhunjhunu to show that his replies are non-committal in nature, while special reference has been made to his replies to questions No. 16 and No. 17. On behalf of respondent No. 1 it has been urged that there is no evidence on record from the petitioner's side that ballot papers were spoiled and that no evidence has been led by the petitioner to substantiate his allegations.

I have gone through the evidence led by the parties on this point. The most important witness which could be from petitioner's side is P.W. 76 Amar Singh. He was election agent of Shri Raghuvarsingh respondent No. 2. In his cross-examination he has admitted that during the counting and after, he did not see anyone committing any mischief although he had his own doubts. This shows that the witness was very vigilant but could not find any mischief being committed. The next important witness is Durgasingh P.W. 44. He was also an election agent who has deposed that he saw many irregularities being committed but did not make any complaint. It may seem strange that Amarsingh who had certain doubts about the manipulations being committed in the ballot papers while Durgasingh who noted other irregularities, but both remained silent and did not bring these to the notice of the Returning Officer. This plainly shows that if there had been any manipulations or irregularities, they would have surely brought to the notice of the Returning Officer. As for other witnesses examined by the petitioner they are Ghasiram P.W. 11, Shriram P.W. 45 and Ramswoop P.W. 64. Ghasiram P.W. 11 says that he did not see any irregularity being committed during the counting. Shriram P.W. 45 also does not make mention of any irregularity. As for the evidence of Ramswoop P.W. 64 it is quite vague and in no way proves the petitioner's contention more so. In his cross-examination he has admitted that he receives pension from respondent No. 2 and thus he is an interested witness.

It may be mentioned that during the trial of this petition an application was presented by the petitioner on 22nd February, 1964 under rule 93 for the scrutiny and inspection of ballot papers. The Tribunal allowed this application and the

scrutiny and inspection before the Tribunal continued from petitioner's side for about a week commencing from 23rd March 1964. But it may be significantly mentioned that not a single ballot paper could be pointed which had either been spoiled or which was though blank but ink marks were made upon it and thus counted in favour of respondent No. 1.

Now coming to the replies to the question Nos. 16 and 17 in the statement of Shri Rajagopal, Returning Officer, as referred to by the petitioner. The Returning Officer has stated that the ballot papers were removed in the minimum time possible and that he does not remember whether they were sealed or not. But when his statement as a whole is read, it may appear that in his reply to question 18 he has deposed that the agents of the parties were present on the spot and none of them complained or drew his attention or any of the Assistant Returning Officers that any ballot paper had got spoilt by getting wet or otherwise. From the above it would appear that the petitioner has failed to prove that 10,000 ballot papers cast in favour of respondent No. 2, were spoilt and that 5,000 ballot papers cast in favour of respondent No. 1 had got ink marks and were illegally or improperly counted in favour of respondent No. 1. The issue is accordingly decided against the petitioner.

Finding of issue No. 11

This issue relates to para No. 13(ii) of the petition. It is a part of issue No. 10. The burden of this issue is also on the petitioner. It is urged on behalf of the petitioner that thousands of votes which had been cast in favour of respondents No. 2 and No. 3 were improperly rejected. The number of votes rejected, as alleged in the petition is 12352. As already stated that on an application by the petitioner the Tribunal allowed inspection and scrutiny which continued for about a week from 23rd March 1964, but the petitioner failed to point out a single ballot paper which was improperly rejected, the issue is accordingly decided against the petitioner.

Finding of issue No. 12

This issue relates to para No. 13(iii) of the petition. It has been urged by the petitioner that 10,000 votes cast in favour of respondent No. 1 were invalid and should have been rejected and this materially affected the result of the election. In this connection one has to see whether out of the 81,051 votes cast in favour of respondent No. 1, 10,000 votes were really invalid and should have been rejected. In this connection learned counsel for the petitioner has relied on the statement of Durgasingh P.W. 44 and I have gone through his statement. In his examination-in-chief he has deposed that he was the counting agent of respondent No. 2 (Th. Raghuveersingh) and was present on the day of counting till 5.30 p.m. He has deposed that some of the ballot papers cast in favour of respondent No. 1 bearing double marks which ought to have been rejected by the counting parties were treated as valid. Similarly ballot papers bearing the cross for Th. Raghuveersingh respondent No. 2 were included in the bundles of ballot papers of Shri Murarka respondent No. 1. The witness has also referred to the number of ballot papers of respondent No. 1 bearing double marks which were 650, besides 350 ballot papers which were cast in favour of Th. Raghuveersingh respondent No. 2 were counted in favour of Shri Murarka respondent No. 1. But in his cross-examination the witness has admitted that in spite of all this he did not mention about these irregularities to Shri Azhar Hussain agent of respondent No. 2 nor brought to the notice of other officers who were present at the time of counting. As for the number of ballot papers referred to above he admits that he did not actually count them but had given the approximate number. The witness also failed to mention the polling station, the place and the village when these ballot papers were cast. This shows that the statement of the witness is quite vague. It will thus appear out of the twenty two counting agents of respondent No. 2, only one could be produced as a witness, who says about the irregularities being committed during the counting. But surprisingly enough this witness also states that he mentioned about these irregularities to Azhar Hussain agent of respondent No. 2 three or four days after the election result had been announced. It may appear strange that the witness who according to his own version had seen the irregularities being committed did neither mention to Azhar Hussain nor any other agent of respondent No. 2 who were present during the counting. In the concluding part of his cross-examination he has given out that the petitioner is driver of Th. Raghuveersingh respondent No. 2. The petitioner has failed to discharge the burden upon him and the issue is decided accordingly.

Finding of issue No. 13

This issue relate to para No. 13(iv) of the petition. It is urged by the petitioner that the authorities incharge of the counting, improperly placed about 5,000 ballot papers in favour of respondent No. 1 which the Returning Officer also counted in favour of respondent No. 1, thus it materially affected the result of election. The learned counsel for the petitioner has relied on the statement of two witnesses Ghasiram P.W. 11 and Shriram P.W. 45. I have closely gone through the statements of both the witnesses. Ghasiram P.W. 11 no where deposes that 5,000 votes cast in favour of respondent No. 2 were improperly placed in the bundle of the ballot papers cast in favour of respondent No. 1. In his examination-in-chief he states that when it began to rain, counting was suspended for some time, the ballot papers were neither placed in the boxes nor they were sealed. But he admits that he did not make any complaint in the matter to anybody. It may seem quite unnatural that witness Ghasiram who was himself a candidate for election and is respondent No. 3, and had secured 71,560 votes, should have remained indifferent to irregularities in counting and did not make any complaint about them to the Returning Officer or his assistants. It also appears from his statement that he told about these irregularities to his agent Shri Vishnudutt and asked him to make complaint in the matter but he does not know whether any complaint was made or not. Anyway from the statement of this witness it is not proved that 5,000 votes which had been cast in favour of respondent No. 2 had been improperly placed in the bundles of votes cast in favour of respondent No. 1.

Coming to the statement of Shriram P.W. 45, he has deposed that when the counting had been stopped for some time, the boxes were not sealed but in his cross-examination he says that he had brought the irregularities committed by counting authorities to the notice of respondent No. 2 Th. Raghuvveersingh. The witness has admitted that the ballot papers of Th. Raghuvveersingh had been placed in the bundles of the ballot papers cast in favour of other candidates but he could neither mention the number of ballot papers nor he could say about the bundle of the ballot papers or the name of the candidates. It may be also mentioned that the witness has admitted that he was in service of Thikana Bissau from 1938 to 1953 and served there in the capacity of Tehsildar and is now drawing pension from Th. Raghuvveersingh. There is not a single witness from petitioner's side who could prove that 5,000 ballot papers of respondent No. 2 had been improperly placed in the bundles of ballot papers of respondent No. 1. On a reading of the statement of both the witnesses it is crystal clear that both are interested witnesses. They are under the influence of respondent No. 2 and thus what they had deposed in examination-in-chief was shaken in their cross-examination. The petitioner has failed to discharge the burden of the issue which is decided against him.

Finding of issue No. 14

This issue relates to para No. 13(v) of the petition. The petitioner has urged that 5000 votes cast in favour of respondent No. 2 were improperly mixed with the votes of respondent No. 3 and respondent No. 6 and were counted in their favour. This materially affected the result of the election. In other words by this improper mixing of votes respondent No. 2 got 5000 votes less than respondent No. 1, which were actually cast in his favour. The learned counsel for the respondent has relied on the statements of witnesses P.W. 11, and P.W. 45. As already stated that I have perused the statement of these witnesses and there is nothing to show that 5000 votes cast in favour of respondent No. 2 were improperly mixed with the votes cast in favour of respondents No. 3 and 6 and thus the petitioner has failed to prove the allegation.

Lastly before concluding my findings on issues No. 10 to 14, which are based on the allegations for improper counting and mishandling of the ballot papers, I may stress that the witnesses have failed to prove the mishandling of ballot papers and irregularities in the counting of the votes. Besides the election agents as well as counting agents of the respondent No. 2 have clearly admitted that they did not either make any complaint at the material time or made a request to the authorities for rechecking and scrutinizing of ballot papers alleged to have been mishandled. Thus the only inference deduceable from all this is that the allegation is an after thought otherwise it would have been brought to the notice of the authorities concerned. In this connection I may also refer to the Punjab Legislature Council Ferozepur case (M.R.) Pir Akbar Ali Vs. Chaudhri Naib Uddin P. 80, which has been considered by the Election Tribunal, Alwar in case Election Petition No. 460 of 1957—Raja Mansingh & others Vs. Shri Abid Ali & another [reported in Rajasthan Gazette dated 2nd July, 1959 Part 5(d) Page 147 (167)]. In the above referred

Punjab Legislative Council case it has been held that a failure of the petitioner and his agents to bring to the notice of the Presiding Officer the commission of a corrupt practice at the time is a clear indication of the falsity of the evidence. Further it may also be significantly pointed, that it is the duty of the petitioner to bring to the notice of the Returning Officer at the time of the counting of votes if he thinks that there is some mishandling of the votes or that irregularities are committed. The petitioner has failed to discharge the onus about the irregularities or mishandling of the ballot papers and I find the issue accordingly.

Finding of issue No. 15

Issues No. 15 to 20 deal with regard to the irregularities about change of polling stations without due notice and the use of unauthorised ballot papers at the polling.

Issue No. 15 relates to the para No. 13(vi) of the petition. This issue is subdivided in seven parts i.e. (a) to (g). of these issue No. 15(a) is the main issue and the determination of the rest of the issues is based on the finding of issue No. 15(a):—

It has been urged on behalf of the petitioner that the Returning Officer, Jhunjhunu Parliamentary Constituency had notified list of polling stations in the official gazette as required u/s 85 of the Act. According to the notification the voters of the electoral roll part No. 33 of the Gudha Assembly Constituency were to cast their votes at polling station No. 5 situated in Pukhta Dharamsala Bhorki while the voters of electoral roll part 34 were to cast their votes at polling station No. 6 which was situated at Gilon-ki-Dhani in Gudha Constituency. But the Returning Officer without regard to the provisions of the Act and Rules made a change at the last moment and allowed the voters of electoral roll part No. 33 to cast their votes at polling station No. 6 instead of polling station No. 5 and also asked the voters of part No. 34 to cast their votes at polling station No. 5 instead of polling station No. 6. Thus by this change instead of 910 votes only 450 votes were cast at polling station No. 5, while at polling station No. 6 only 536 votes were cast as against 887. Thus at both the polling stations only 986 votes were cast and 820 voters were deprived of their right of franchise. In support of this plea the petitioner has examined 7 witnesses which are Madansingh P.W. 18, Ramlal P.W. 19, Ghisaram P.W. 54, Mehtabsingh P.W. 56, Badri Prasad P.W. 57, Lalsingh P.W. 58 and Ridmalsingh P.W. 77. These witnesses have been adduced to prove that they were voters but could not exercise their right of franchise because of the change of the polling stations at the last moment.

Before I may discuss the evidence produced by the petitioner I first deal with the legal aspect of the matter. The learned counsel for the petitioner in this connection has referred to A.I.R. 1959 Assam 128 wherein it has been held that where an election is held at a polling station, which was not published as directed by the Election Commission, it is in substance a non-compliance with the provisions of section 25 of the Act. And if the polling station is proved to have been shifted after the publication of the list of the polling centres from one place to another, there is non-compliance of the provisions of section 57 of the Act. It has been further provided that in such a case the election of the returned candidate will be declared void if the non-compliance with the provisions of the Act or the Rules or orders made thereunder has materially affected the result of the election.

In the first place assuming that 812 voters failed to exercise their right of franchise simply due to change of polling station, and that all these would have voted for the respondent No. 2, even then it would not have materially affected the result of election because respondent No. 1 secured 3460 votes more than respondent No. 2. As for the Assam citation relied upon by the learned counsel for the petitioner I may point out that it has no application to the circumstances of the present case. The mere argument that the remaining voters would have also voted in favour of particular candidate is nothing but surmise and such surmises cannot be taken as materially affecting the result of election. It may be significantly remarked that in the Assam case there was change of polling station from one village to the other at an appreciable distance and even outside the constituency and the voters could not know the place where they were to cast their votes. In the present case only places of polling stations in the same village was changed and which were not at a great distance and the voters could easily know the changed polling station in the small village. Both Bhorki and Gilon-ki-Dhani, the two villages where a change had been made in place of polling station are very small villages and the voters could easily cast their votes at the changed polling stations.

Now coming to the actual evidence adduced on behalf of the petitioner. Of the eight witnesses examined, seven are residents of Bhorki. There the voters of

electoral roll part No. 33 were to cast their votes at polling station No. 5. Two witnesses P. W. 18 Madan Singh and P. W. 19 Ramlal have deposed that they had cast their votes at the changed polling station Gilon-ki-Dhani. Not only this but even their family members had also cast their votes. P. W. 55 Risalsingh and P. W. 56 Mehtasingh have stated that they did not cast their votes but their family members had cast their votes. P. W. 54 Ghisaram has also admitted that all the voters of the village belonging to Bhorki had gone to Gilon-ki-Dhani the changed polling station and had cast their votes. From a bare reference of the statements of the above witnesses it will transpire that inspite of the change of the polling station, the voters exercised their right of franchise.

The Petitioner in order to prove his contention that 812 voters were deprived of the right of franchise should have produced such witnesses who could have deposed that as a result of the change in polling stations they were deprived of their right of franchise. From a perusal of the statements of the above witnesses it will appear that even such witnesses who did not cast their votes for one reason or other, their family members inspite of the change in polling station did exercise their right of franchise.

It may further be mentioned that not a single witness has appeared in the witness box who could say that simply as a result of change of polling stations he failed to cast his vote. As I have already mentioned that taking the petitioner's case at its best and assuming that 812 voters were deprived of their right of franchise, the number of voters so deprived, does not materially affect the result of election and, as such, issues No. 15(a) to 15(g) are decided against the petitioner.

Finding of issue No. 16

This issue relates to para No. 13(vii) of the petition. It has been urged on behalf of the petitioner that in Khetri Assembly Constituency one polling station was notified at village Jasrapur in Thanmal Chunnilal Dharamsala but later on the polling station was changed to some other Dharamsala in the same village. The voters at this place were 894 but no voting was made and the voters could not cast their votes. Had there been no change in the polling station, 894 votes would have cast in favour of respondent No. 2. But no evidence has been led by the petitioner in support of this contention. As I have already pointed out in my finding of issue No. 15, that the allegation of the kind that voters deprived of the right of franchise would have also voted in favour of a particular candidate is nothing but a surmise and such surmises are untenable and devoid of any force. There is also no corroboration on record that by change in the polling station in village Jasrapur votes could not be cast. It may also be pointed that Jasrapur is a small village and change of polling station in the very village from one Dharamsala to another cannot materially affect the casting of the votes. The issue is, therefore, found against the petitioner.

Finding of issue No. 17

This issue is based on para No. 13(vii)(b) of the petition. The petitioner's contention is that in Khetri Assembly Constituency in Babai village polling station No. 29 was originally in Dharamsala Tiwariyan but it was changed to some other place. The number of voters who were to cast their votes at this place was 900 and if there had been no change of the polling station, all the 900 voters would have cast their votes but only 510 persons cast their votes while 490 were deprived of their right of franchise.

Similarly in Mandawa Assembly Constituency in Bissau a polling station was originally notified in Islamia Madarsa but later changed to Boitram-ki-Dharamsala. There were 950 voters who were to cast their votes at this polling station but because of the change only 556 voters could exercise their right of franchise and 394 voters were deprived of it. Thus at both the polling stations number of voters who could not exercise their right of franchise was 884. The petitioner did not examine any witness to show that as a result of change of both the polling stations, 884 voters could not cast their votes. It is a mere conjecture that if the voters had cast their votes, they would have cast in favour of respondent No. 2. The issue is accordingly decided against the petitioner.

Finding of issue No. 18

This issue relates to para 13(viii) of the petition. The petitioner's contention is that unauthorised ballot papers were used at two polling stations. In Gudha Assembly Constituency at Kakrana polling station No. 24 ballot papers No. 596981.

to 597100 were unauthorised. While in Mandawa Assembly Constituency at Mandawa polling station No. 53 the ballot papers from numbers 597881 to 598000 were also unauthorised. Thus the total 240 votes were void. In this connection reference has been made of rule 56(ii)(g) but there is no evidence whatsoever on this point. Assuming that the ballot papers were unauthorised, but it has not been shown that those ballot papers if had not been declared void, would have been cast in favour of respondent No. 2. The petitioner's contention that these votes would have been cast in favour of respondent No. 2 is merely a conjecture and a guess work for which there is no place, the issue is accordingly found against the petitioner.

Finding of issue No. 19

This issue relates to para No. 13(ix) of the petition but the learned counsel for the petitioner did not press this issue during the course of arguments and, as such it is found against the petitioner.

Finding of issue No. 20

This issue relates to para No. 13(x) of the petition. The petitioner's contention is that the Returning Officer did not issue any notice to the Government employees of Jhunjhunu Parliamentary constituency, who were posted on election duty. The number of such voters on election duty was 1491 who were working in 231 parties. It is urged that without the issue of such notice all these voters were deprived of their right of franchise. Had a notice been issued to them, they would have exercised their right of franchise by postal ballots. In this connection I may refer to rule 20 of the Conduct of Election Rules, which provides that a voter who is on election duty if he wants to exercise his right of franchise he should send an application as prescribed in form No. 12 to the Returning Officer. On receipt of such application in the prescribed form, if the Returning Officer is satisfied that the applicant is a voter and that he has been posted on election duty, then a ballot paper will be issued to him. But here the petitioner could not point out the name of a single Government employee out of the 1491 persons posted on election duty who applied in the prescribed form No. 12 and in spite of such application, ballot paper was not issued to him. It was the duty of the persons posted on election duty to apply for the issue of ballot papers in the prescribed form and, as such, no responsibility can be laid on the Returning Officer. This issue is accordingly decided against the petitioner.

Finding of issue No. 21

This issue relates to allegations made in para No. 13(xi) of the petition. It has been urged by the petitioner that at the close of polls every Presiding Officer has to prepare a ballot paper account in form No. 16 which he has to enclose in a separate cover with the concerned ballot papers which are sent in accordance with rule 45. After the ballot papers are counted, the ballot papers account is signed by the Returning Officer as well as the counting supervisors. But in the following cases the form No. 16 do not bear the signature of the counting supervisors and in some cases do not bear even the signatures of Returning Officer:—

1. Polling Station No. 44 Chirawa—Pilani Assembly Constituency
2. Polling Station No. 24 Dhol Khedu—Gudha Assembly Constituency
3. Polling Station No. 13 Kakrana—Gudha Assembly Constituency. Form No. 16 of the above polling stations do not bear the signature of the Presiding Officers
4. Form No. 16 of polling station No. 11 of Gudha Assembly Constituency seems to have been tampered with
5. Form No. 16 of Polling Stations No. 53 and 54 of Khetri Assembly Constituency do not bear the signatures of Counting Supervisors.
6. Form No. 16 of Polling Station No. 53 of Surajgarh Assembly Constituency do not bear the signature of Counting Supervisor.
7. Form No. 16 of Polling Station No. 22, Nawalgarh Assembly Constituency do not bear signature of the Returning Officer
8. Form No. 16 of Polling station No. 5 of Gudha Assembly Constituency replaced by a hand-written form.

It has been further urged that since the signatures of the counting supervisors or the Returning Officer were not made on form No. 16 of polling station No. 13 and No. 24 of Gudha Assembly Constituency they seem to have been tampered with

which follows that the result sheets have been also tampered with. It has been pointed out that at the commencement of the counting of the votes of the Jhunjhunu Parliamentary Constituency when ballot papers were opened, respondent No. 2 or his agents who were present at the spot, did not make such complaint. Further by a mere omission of signatures on ballot papers account, it cannot be inferred that the account or result sheets were at all tampered with. It will be appreciated that in a Parliamentary Constituency where the number of polling stations runs to 231, an omission of signatures on ballot papers account of 6 or 7 polling stations is not material, more so when it was not reported to the Returning Officer or Counting Supervisor. The issue is, therefore, decided against the petitioner.

Finding of issue No. 22(a) and No. 23

These issues relate to para No. 13(xii) of the petition. It has been urged on behalf of the petitioner that counting of ballot papers of Jhunjhunu Parliamentary Constituency commenced at Jhunjhunu on 26th February, 1962 which continued upto 11 p.m., it then again commenced on 27th February at 9 a.m. It is urged that during the suspension of counting the ballot papers were not sealed as provided by rule 60 and thus there was a tampering of ballot papers in favour of respondent No. 1. Again on 28th February the Returning Officer suspended and adjourned the counting at 5 a.m. for 5 hours. It is further urged that during the 5 hours when the counting was suspended and when the election agents of respondent Nos. 2 to 6 had come from the counting place, 6000 doubtful ballot papers were tampered with in favour of respondent No. 1.

Rule 60 provides that the Returning Officer shall as far as practicable proceed continuously with the counting. In case he has to suspend counting he will keep the ballot papers and other papers packed and sealed with his own seal and seals of such candidates and election agents as desire to affix their own seals. It appears that there could be no objection for suspending the counting but what the petitioner objects is that ballot papers had been tampered with during the period of suspension of counting both on 26th and 28th February 1962. In this connection I may refer to the statement of P.W. 76 Amarsingh. He has deposed that except that there was no seal on the ballot papers there was no other defect. In his cross-examination he further deposed that he did not see anyone making any mischief or committing any malpractice or tampering with the ballot papers. Ghasiram P.W. 11 is also an important witness as he himself was a candidate from Jhunjhunu Parliamentary constituency. He says that he did not see that any wrong had happened. The statements of Shri Ram P.W. 45 and Ramswroop P.W. 64 do not throw any light on the matter. Durgasingh P.W. 44 says that he saw various wrongs being done but did not make any complaint. Similarly Ramswroop P.W. 64 who was also a counting agent of respondent No. 2 admits that he did not mention of the wrongs to the Returning Officer or the Assistant Returning Officers present on the spot. All these allegations simply show that they are after thought and the petitioner has failed to substantiate them. The issue is accordingly decided against the petitioner.

Finding of issue No 24

Before I deal with issue No. 24 it is worthwhile to give an analysis of the paras of the petition on which issues Nos 24 to 29 are based. Para No. 14 comprises of eight sub-paragraphs on which nine issues commencing from Nos. 24 to 32 have been framed. Of the nine issues issues Nos. 24, 25, 26, 28 and 29 have been split in further sub-issues. Thus issue No. 24 is classified into 4 issues (a) to (d). Issue No. 25 classified into 3 issues (a) to (c), issue No. 26 has two parts (a) and (b) issue No. 28 has two parts (a) and (b), again issue No. 29 is split in two parts (a) and (b). All the above mentioned issues refer to one or other corrupt practices.

Now coming to the finding with regard to these issues, I may refer to section 100 of the Act which deals with grounds on the basis of which an election may be declared void. The relevant portion of section 100 is as under:—

"Section 100—Grounds for declaring election to be void:—

(1) Subject to the provisions of sub-section (2) if the Tribunal is of opinion—

(a)

(b) that any corrupt practice has been committed by a returned candidate or his election agent or by any other person with the consent of a returned candidate or his election agent;

(c)

(d)

the Tribunal shall declare the election of the returned candidate to be void."

Further the corrupt practices are detailed in section 123 of the Act. These corrupt practices have been classified in 7 major heads some of these are referred in the petition before this Tribunal. As for discharge of burden of proof about the commitment of corrupt practice, it may be mentioned that it is well-settled that an enquiry into the allegations about the commission of corrupt practices like those enumerated in section 123 of Act 1951, is of a quasi criminal nature and the evidence required to prove such allegations does not fall short of the standard required to prove a criminal charge. The onus lies on the petitioner to prove such allegations of corrupt practices made by him and in case of doubt the benefit goes to the respondent as it goes to an accused in a criminal trial. It is a rule of prudence which is well-settled by this time that the evidence of an accomplice being tainted generally requires corroboration before it is acted upon and a finding in favour of any corrupt practice is given by a Tribunal. In this connection I may refer to an important ruling of the Rajasthan High Court reported in A.I.R. 1964 (1964) Raj. P.21 wherein it has been held that:—

"When a candidate for election, either to the State Legislature or the Parliament, is charged with the commission of any corrupt practice, the charge is almost in all respects similar to a criminal charge as the law prescribes severe punishment for it. Hence the criterion to assess the evidence must also be the same as in criminal case and the evidence must establish the charges conclusively beyond all reasonable doubt."

All the High Courts are at one on this principle that the burden to prove corrupt practices on the person who alleges it and in this connection I may refer to A.I.R. 1964 M.P. Page 92/93 wherein it has been laid down that:—

"It is now firmly settled that the burden of establishing a corrupt practice is on the person alleging it and that it must be established beyond reasonable doubt by clear and positive evidence. A conclusion on a charge of corrupt practice cannot be based on mere conjectures or surmises which cannot take the place of legal evidence."

The same principle has been reiterated in E.L.R. 22 Page 249 in more unequivocal terms:—

"The onus of proving corrupt practices lies on those who assert their commission and they have to be established beyond the possibility of a reasonable doubt. The evidence in their support need not necessarily be direct, but it is well settled that circumstantial evidence and the inference deducible therefrom must be such as to lead to the only reasonable conclusion of the commission of the corrupt practices alleged. No conjecture or surmise, however, attractive or even plausible can take the place of proof, and if two equally reasonable inferences or conclusions are possible, one innocent and the other guilty, the former should normally prevail."

Again in dealing with the allegations by the Election Tribunal about the commission of corrupt practices I may further refer to the pronouncement of Supreme Court reported in A.I.R. 1966 S.C. Page 773 wherein their Lordships of the Supreme Court have held that:—

"Where an Election Tribunal deals with allegations about the commission of corrupt practices by a returned candidate, the charges framed are in the nature of quasi-criminal charges. The proof of the charge has a double consequence; the election of the returned candidate is set aside and he incurred subsequent disqualification as well. Therefore, when a charge of this kind is framed against the returned candidate, it has to be proved satisfactorily."

I need not refer to other citations which lay down the same principle about discharge of burden of proof with regard to corrupt practices but it has to be

mentioned that the person alleging corrupt practices should prove it beyond reasonable doubt and cannot be allowed to take advantage of the weakness of the opposite party. It is in the context of the above settled principle of law that I propose to proceed with the findings of the issues:—

Finding of issue No. 24(a)

This issue No. 24(a) relates to the para No. 14(b) of the petition. It is alleged by the petitioner that respondent No. 1 has committed corrupt practices of incurring or authorising expenses in contravention of section 67 of the Act between the date of notification calling the election i.e. 13th January 1962 and the date of declaration of the election result which was 28th February 1962. In this connection it has been urged that respondent No. 1 paid Rs. 5,000 to each congress candidate of the Rajasthan Legislative Assembly in Jhunjhunu Parliamentary Constituency for furthering the cause of his election for the parliamentary seat. It may be pointed that the Jhunjhunu parliamentary constituency consists of 8 Rajasthan Legislative Assembly constituencies and accordingly a sum of Rs. 40,000 is alleged to be paid by respondent No. 1 to all the 8 congress candidates of the Rajasthan Legislative Assembly but this amount has not been shown in the amount of election expenses and that it exceeds the prescribed limit of Rs. 25,000 permissible for parliamentary election.

In support of the above allegations the petitioner has examined two witnesses Babulal P.W. 10 and Jagmalsing P.W. 70. Babulal P.W. 10 has deposed that respondent No. 1 had paid Rs. 5,000 to one Sheonathsing in Tibra Guest House, Jhunjhunu in his presence and had also told Sheonathsing that he had paid the similar amount to rest of the seven congress candidates of the Rajasthan Legislative Assembly. The witness has deposed that when the amount was paid to Sheonathsing, only respondent No. 1 and Sheonathsing were present. He says that he had told this to other persons of his Mohalla but he does not actually remember their names. Jagmalsing P.W. 70 has deposed that Ramnarain, a congress candidate for Mandawa constituency for Rajasthan Legislative Assembly, was told by respondent No. 1 that the canvassing in Mandawa Assembly Constituency had been very poor, whereupon Shri Ramnarain told him that it was for lack of funds. At this respondent No. 1 paid Rs. 5,000 to Shri Ramnarain and when he pressed for more funds respondent No. 1 told him that similar amount he had paid to other congress candidates. Here it may be significantly pointed out that Babulal mentions the payment of Rs. 5,000 to Sheonath Singh and Jagmalsing refers the payment of the same amount to Ramnarain. But both of these whom amount was paid have not been examined by the petitioner. It was petitioner's duty to produce the persons concerned whom the amount was paid. Babulal's statement about payment of Rs. 5,000 is based on hearsay which is inadmissible in evidence and cannot be relied upon. The same is the case with respect to the statement of Jagmalsing P.W. 70 which cannot be trusted as Ramnarain who received the amount could have been the best witness. Lastly I may also refer to the statement of Ridmalsing petitioner on this point. In his cross-examination he has deposed that respondent No. 1 did not pay Rs. 5,000 to any of the Congress candidates for assembly seats individually or collectively in his presence. All that he heard was from Babulal and nobody else told him about it. He also says that he did not enquire about the date of payment of Rs. 5,000 to Sheonathsing from Babulal nor enquired about the dates of payments to other persons. On a perusal of the statement of petitioner it will appear that his evidence is also based on hearsay as to what he heard from Babulal.

It is worthy of note that with regard to the alleged payment of Rs. 5,000 to each of the congress candidate in eight Rajasthan Legislative Assembly constituencies, only 2 witnesses have been produced to prove payment for only two Assembly Constituencies. Even that evidence, as I have already pointed out, is not at all helpful to the petitioner. The respondent No. 1 has denied making payment to any of the congress candidates. I am not disposed to place any reliance on the testimony of the witnesses of the petitioner and thus the petitioner has failed to discharge the burden of proof of payment of Rs. 5,000 by respondent No. 1 to each of the eight congress candidates and the issue is decided accordingly.

Finding of issue No. 24(b)

This issue relates to para No. 14(c) of the petition. It has been alleged by the petitioner that respondent No. 1 paid Rs. 1,000 to the Congress Party between 13th January, 1962 to 19th January, 1962. In this connection the learned counsel for the petitioner has argued that on respondent No. 1's own admission the payment of Rs. 1,000 is proved. I have closely gone through the statement of respondent No. 1, who has deposed that along with his application for obtaining congress ticket he had deposited Rs. 3,000 but this amount was paid much earlier than 13th January.

1962 and accordingly was not shown in the expenditure items. He has also deposed that he did not pay Rs. 1,000 between 13th to 19th January, 1962 and out of Rs. 3,000 deposited along with the application, a sum of Rs. 2,500 will be refunded to him. It will appear that there is no evidence whatsoever produced by the petitioner to now that a sum of Rs. 1,000 was paid between 13th and 19th January, 1962. I may here also refer to the statement of Riddalsing petitioner himself on this point. He says that Rs. 1,000 was not paid in his presence but he has heard in the market that respondent No. 1 has paid Rs. 1,000 to the Congress party. It may appear fantastic that the petitioner does not remember the name of the person who had told him about the payment of Rs. 1,000. Such an evidence cannot for a moment stand the test of proof required for discharging the onus which lies upon the petitioner, the issue is accordingly found in the negative.

Finding of issue No. 24(c)

This issue relates to para No. 14(d) of the petition. It has been urged by the petitioner that respondent No. 1 purchased and procured not less than 30 brand new jeeps, two brand new station wagons for his election purpose. In support of this allegation the petitioner has examined 9 witnesses which are P.W. 5, P.W. 6, P.W. 8, P.W. 9, P.W. 10, P.W. 11, P.W. 14, P.W. 16, P.W. 67 and P.W. 77. Before I deal with the evidence adduced by the petitioner I may refer to the relevant law regarding corrupt practices committed by respondent No. 1. Section 123 mentions the corrupt practices for the purpose of the Act, and sub-section 5 of the said section is as under:—

"The hiring or procuring whether on payment or otherwise of any vehicle or vessel by a candidate or his election agent or by any other person (with the consent of a candidate or his election agent) for the conveyance of any elector other than the candidate himself, the members of his family or his agent, to and from any polling station provided under section 25 of the Act or a place fixed under sub-section (1) of section 29 for the poll."

It will appear from the above that if the candidate or his agent or any other person with the consent of a candidate or his election agent, hires or procures whether on payment or otherwise any vehicle for the conveyance of any elector to or from any polling station it has been held to be a corrupt practice. It may be pointed that under this sub-section the actual user of the vehicle or vessels for carrying electors is not a corrupt practice in itself but what is necessary to prove is that the procurement was made by the candidate or his agent or anybody else by their consent which is a corrupt practice.

This issue refers to purchase and procurement. It is possible that one may not purchase vehicle but he may arrange procurement of the same. So far purchase of vehicles is concerned, there is not an iota of evidence whatsoever that the vehicles were purchased by respondent No. 1. Even the petitioner nowhere mentions in his long statement that respondent No. 1 did ever purchase the vehicles referred to in paragraph No. 14(d) of the petition.

Coming to the procurement of the vehicles I first take up the statement of Radheyshyam P.W. 5. He has deposed that there were 20 to 25 vehicles which he used to see standing at the house of respondent No. 1 in Nawalgarh and thus he inferred that these vehicles were used for election purpose. Further there is also no evidence as to from whom these vehicles were procured nor any particulars about the date when they were procured and places from where procured have been given out. To take the petitioner's case at its best and assuming that 20 to 25 vehicles used to stand at the house of respondent No. 1 but unless it is proved beyond doubt that these vehicles were procured by respondent No. 1 and that they were actually used for conveying electors to and from polling stations, such an evidence falls short of the actual standard of proof required for proving a corrupt practice. It has been urged on behalf of respondent No. 1 that the witness is prejudiced against him. The reason being that the witness was a Munim of Gaddilal Seksaria who removed him from service but the witness believes that this removal was caused at his instance. But even if the witness may have been prejudiced, his evidence is difficult to believe. The next witness is Dr. B. S. Gupta P.W. 6. This witness has deposed that he used to go to see the patients at the house of respondent No. 1 when he saw about 20 to 25 vehicles standing at his house. On behalf of respondent No. 1 it has been argued that this witness is also an interested one because there have been several civil & criminal cases pending in various courts between the witness at Naharsingh, who was President D.C.C. and was supporting the respondent No. 1 who was a congress candidate. But apart from the fact whether the witness had been interested or not, his evidence is inconceivable as he

could not give out name of a single patient and the diagnosis of any one of the patients whom he treated at the house of respondent No. 1. A mere averment that the witness saw 20 to 25 vehicles at the house of respondent No. 1 does not carry conviction that they were all procured by respondent No. 1 and actually used for conveying electors.

As for other witnesses, the statement of Habib Khan P.W. 8 is merely hearsay as his deposition is based on what he heard from other drivers and no reliance can be placed on his evidence. Shyamlal P.W. 9 is another witness. He says that there were about 30 to 40 vehicles but he failed to prove whether these vehicles were actually used for conveying electors to and from any polling stations. The statements of P.W. 10 Babulal, as well as P.W. 11 Ghasiram are also difficult to believe. Then there is the evidence of witnesses Durgashankar P.W. 14 and Rameshwar P.W. 15, both are drivers. P.W. 14 says that he used to drive the jeep of respondent No. 1. He has admitted that he is the member of Swatantra party. P.W. 15 is Rameshwar, who alleges that he drove jeep of respondent No. 1 for one month. He further admits that he was also driver of the vehicle of one Surja Aheer which he drove for 4 years. But strangely enough he could give the number of respondent's car which he drove only for a month but could not mention the number of the car of Surja Aheer which he drove for 4 years. Apart from these discrepancies both these witnesses have failed to substantiate that the vehicles were used for conveying electors. Bachansingh P.W. 16 is another witness. His knowledge about 20, 25 vehicles is based on the simple presumption that once when he had gone to see one Berisalsingh at Tibra Guest House, Jhunjhunu, then he saw these vehicles standing. This Berisalsingh has been examined on commission by respondent No. 1 in rebuttal and he has deposed that he did not at all visit Jhunjhunu during the period Bachansingh alleges to have seen him at Tibra Guest House, Jhunjhunu. Thus the statement of Bachansingh, who on his own admission is Secretary, Swatantra Party, does not carry conviction. The next witness is Shyamsunder P.W. 20. He mentions that there were 8 to 10 jeeps while curiously enough Bhagirath P.W. 67 mentions that there was only one jeep. Lastly there is the statement of Riddalsingh (P.W. 77) petitioner himself. He has clearly admitted that he does not know whom did the jeeps belong nor he has any knowledge that they were taken on hire. In fact the witness has clearly admitted that he does not know whether the jeeps were procured by respondent No. 1 and who met their expenses. The witness has also admitted that he is in the service of respondent No. 2 and receives salary from him.

On a careful study of the evidence regarding this issue I am of the view that the petitioner has utterly failed to prove that 30 jeeps and 2 station wagons were purchased or procured by respondent No. 1. Mention may be made that during election contest it is common practice that the rival candidates and their agents always keep a watch on the activities of one another, specially of such activities that may come under corrupt practices. Had 30 jeeps and 2 station wagons were at all procured by respondent No. 1 as alleged by the petitioner, it was quite easy for the petitioner to prove by cogent facts but no such evidence was forthcoming. Here I may significantly refer to E.L.R. 20 Page 443, wherein it has been held that if an election is sought to be set aside on the ground of corrupt practice, it is the duty of the petitioner to prove that ground affirmatively and for that purpose he has to rely first and last on the strength of his evidence and not on the weakness of the evidence of respondent. Further it has been held that it is necessary to prove that the procurement was for the specific purpose as mentioned in sub-section (5) of section 123 of the Act for conveying electors to and from any polling station. In the instant case mere sweeping references by a few witnesses here or there that there were 25 to 30 jeeps standing at the residence of respondent No. 1 or at the Guest House, do not inspire confidence especially when a corrupt practice is to be established in all its material details, the issue is accordingly found against the petitioner.

Finding of issue No. 24(d)

This issue relates to para No. 14(d) of the petition. It has been also urged on petitioner's behalf that respondent No. 1 used one old buick car and 10 hired jeeps for his election purpose. The learned counsel for the petitioner in this connection has relied on the statements of his witnesses P.W. 5, P.W. 8, P.W. 9, P.W. 10, P.W. 11, P.W. 14, P.W. 15, P.W. 16, P.W. 67 and P.W. 77. I have examined their evidence on record and it is worthwhile to mention that the petitioner was to prove that respondent No. 1 had procured one old buick car and 10 hired jeeps.

Secondly he was also to prove that these vehicles were used for election purposes as required u/s 123 (5). The witnesses appearing on behalf of the petitioners have deposed that in those days the daily hire of jeep was from Rs. 30/- to Rs. 50/- per day excluding petrol. This has been stated by P.W. 8 Habib Khan, P.W. 9 Sita Ram and P.W. 11 Ghasiram. Durgashankar P.W. 14 has stated that six jeeps were hired while Bachansingh P.W. 16 and Ridmalsingh P.W. 77 have deposed that they neither know names of the owners whose vehicles were hired and nor the amount paid for each jeep as hire by respondent No. 1. Thus on a perusal of the evidence on record the petitioner has failed to prove that jeeps were hired by respondent No. 1. Similarly, there is no evidence with regard to the Buick car. Further as required u/s 123 (5) of the Act, there is no evidence specifying that the alleged jeeps were carrying electors to and from any polling station. It is probable that there may be more jeeps than 10 and also similar number of bricks but unless it is proved by strong evidence that they were procured by respondent No. 1 and were actually put to use by him for electors, it cannot be said that any corrupt practice had been committed and the issue is accordingly found in the negative.

Finding of issue No. 25(a)

This issue relates to para N. 14(d)(i) of the petition and is with regard to the depreciation charges of 30 jeeps, two new station wagons and one old buick car alleged to be procured by respondent No. 1. It is urged that from 13th January, 1962 to 28th February, 1962 the amount of depreciation charges of each jeep was Rs. 4000/- bringing the total amount for 30 jeeps to Rs. 1,20,000/-. As for station wagons, the depreciation charges are alleged to be Rs. 3000/- for each station wagon and for one old buick Rs. 1000/-. Thus in all there were depreciation charges to the tune of Rs. 1,27,000/-. I may mention that the finding of the issue rests on the finding of issue No. 24(c). In case the purchase and procurement of the 30 brand new jeeps and 2 station wagons and one old buick car and their use for election purposes, is proved a further examination for their depreciation charges may be called for but in my finding of issue No. 24(c)(d) I have already observed that the petitioner has failed to prove the procurement of 30 jeeps, 2 station wagons and one buick car and their use for election purposes. by respondent No. 1, as such finding of this issue is also in the negative. Anyway, I may briefly refer to the evidence led by the petitioner who has examined five witnesses who are P.W. 8, P.W. 10, P.W. 14, P.W. 15, P.W. 16 and he himself appeared as P.W. 77. Of these P.W. 8 Habib Khan, P.W. 14 Durgashankar and P.W. 15 Rameshwar are all drivers. Habib Khan P.W. 8 has not said a single word about depreciation charges. Similarly P.W. 15 Rameshwar does not state anything about the depreciation charges. As for Durgashankar P.W. 14, he says that he was the driver of respondent No. 1 and has deposed that after the use for a month or so of a new vehicle, there is the depreciation in its prices to the extent of Rs. 4000/- to Rs. 5000/-. In his cross-examination he has said that before election he used to ply a contractor's heavy truck for carrying stones. He has also admitted that he neither purchased nor sold any new or old jeep or station wagon. Similarly, he admits that he did not mention about the depreciation to anybody. It may be pointed that this witness has said nothing about depreciation of the alleged jeeps and station wagons. As for witnesses P.W. 5 Radheshyam, P.W. 10 Babulal, P.W. 16 Bachansingh they are also silent about the alleged depreciation. P.W. 8 Habib Khan has deposed that price of a new jeep, after its use depreciates to four annas in a rupee. He has admitted that he has no workshop and he works as mechanic when called by anybody. He has also deposed that petitioner Ridmalsingh is motor driver. The statement of the witness is more or less of a general nature not giving any particulars of the depreciation in the prices of the alleged jeeps and station wagons. As for the statement of the petitioner Ridmalsingh himself, he has deposed that there was depreciation of about Rs. 1,27,000/- in the prices of 30 jeeps, 2 station wagons and one buick car, as given in his petition. He also admits that personally he does not own any vehicle and is a servant of respondent No. 2 Th. Raghuveersingh drawing a salary of Rs. 150/- to Rs. 200/- P.M. He further admitted that he neither purchased nor disposed of any jeep or station wagon. There is the solitary statement of Ridmalsingh P.W. 77 the petitioner himself and it is not supported by any witness. He is evidently interested being a servant of respondent No. 2 and his lone testimony is hardly of any avail, to prove the alleged depreciation referred to in para No. 14(d)(i) of the petition and the issue is found against the petitioner.

Finding of issue No. 25 (b)

This issue relates to para No. 14(d)(ii) of the petition. The petitioner's allegation is that the hire of one jeep engaged by respondent No. 1 was Rs. 60/- per day and thus the total amount of hire paid by respondent No. 1 for 10 days

i.e. till 28th February, 1962 was Rs. 18,000/- in all. In this connection the learned counsel for the petitioner has drawn my attention to the statements of witnesses P.W. 3 Ismail, P.W. 8 Habib Khan, P.W. 9 Sitaram, P.W. 11 Ghasiram, P.W. 14 Durgashankar, P.W. 16 Bachansingh and Ridmalsingh P.W. 77. I may first refer to the statement of Ridmalsingh petitioner who has stated that Jeeps and vehicles were used for a month and Rs. 18,000/- were spent on hire, while witnesses P.W. 3 Ismail, P.W. 8 Habib Khan, P.W. 12 Ladusingh, P.W. 14 Durgashankar and P.W. 16 Bachansingh have deposed nothing about the hire of the jeeps and the total expenses incurred. Thus there remain statements of two witnesses P.W. 9 Sitaram and P.W. 11 Ghasiram. Of these former has deposed that the charge for a jeep for a day was from Rs. 30 to 50, but in his cross-examination he clearly says that he does not know the total hire of jeeps paid, while the later (P.W. 11) does not even know the period when the jeeps were taken on hire as well as the amount paid. It is thus clear that the statement of the petitioner is not corroborated by any witness, and a mere assertion that the jeeps were taken on hire certainly does not carry conviction, unless the material fact about each jeep and hire settled with their owners and the amount paid to each by respondent No. 1 are proved. Not only this but it was also to be established that such jeep was used by respondent No. 1 for election purpose. From a perusal of the evidence on record it is obvious that the petitioner has failed to make out a case and the issue is found accordingly.

Finding of issue No. 26(a)

This issue relates to para No. 14(d) (iii) of the petition. The petitioner's allegation is that respondent No. 1 incurred expenses to the extent of Rs. 4,000/- on the pay of drivers and cleaners of 30 jeeps and one Buick car and to prove this there is the sole testimony of the petitioner Ridmalsingh P.W. 77. He says that on every vehicle there was a driver drawing Rs. 100/- P.M. and a cleaner receiving Rs. 60/- P.M. Thus the total amount on the salaries of cleaners and drivers spent was Rs. 4960/-. In his cross-examination the petitioner has admitted that neither the drivers and cleaners were employed in his presence nor salaries were paid in his presence. No other evidence in support of this allegation has been brought on record and I find the issue against the petitioner.

Finding of issue No. 26(b)

This issue relates to para No. 14(e) of the petition. It is urged on petitioner's behalf that from 13th January, 1962 to 28th February, 1962 respondent No. 1 incurred a sum of Rs. 36,000/- as expenses for petrol and Rs. 3000/- for mobil oil. It will be obvious that before proving expenses for petrol and mobil oil, the petitioner should have proved the procurement of jeeps, station wagons and buick car and their use for election purpose by the respondent No. 1 but this has not been done. The petitioner has examined six witnesses. Only Ridmalsingh petitioner (P.W. 77) has deposed that the expenses on petrol and mobil oil incurred by the respondent No. 1 come to Rs. 36,000/- and Rs. 3000/-, respectively. But in his cross-examination he has admitted that the petrol and mobil oil were not purchased in his knowledge, but the items of petrol and mobil oil and their expenses as mentioned in the petition are given approximately. The statements of witnesses P.W. 2, P.W. 9, and P.W. 12 also do not show that the expenses on petrol and mobil oil used in the vehicles were incurred by respondent No. 1. It is also obvious that figures of consumption and the expenditure alleged to be incurred on petrol and mobil oil are based on assumption that for propelling the vehicles petrol and mobil oil are necessary. There is no witness who could have stated on his personal knowledge about the consumption of petrol and mobil oil in vehicles procured by respondent No. 1 and the expenses incurred by him. The witnesses have stated on simple assumption, which have no evidentiary value. The issue is, accordingly decided against the petitioner.

Finding of issue No. 27

This issue relates to para No. 14(f) (ii) of the petition. The petitioner's contention is that respondent No. 1 engaged 20 salaried employees between 13th January, 1962 and 28th February, 1962 for election work and expenses thus incurred on those employees on the travelling and other purposes amounted to Rs. 4000/-. To prove this issue, the petitioner has examined himself and four other witnesses which are P.W. 2 Mohd. Ismail, P.W. 3 Ismail, P.W. 5 Radhe-shvam, P.W. 16 Bachan Singh. The petitioner (P.W. 77) has stated that 20 persons had come from outside and he further stated on his personal inferences that from their living standard each must be getting Rs. 500/- as salary P.M. and travelling expenses of each must be Rs. 200/-. This is what he assumes and

not the actual amount of salary or the travelling expenses which might have been incurred by respondent No. 1. As for the number of employees there are serious discrepancies in the statements of the petitioner as well as his witnesses. P.W. 3 says that there were six or seven persons coming from outside and salary of each of them might be Rs. 300/- to Rs. 400/- P.M. Mohd. Ismail P.W. 3 says that there were seven or eight employees while Radheshyam P.W. 5 also says that there were eight or ten persons and each of them might be getting Rs. 300/- to Rs. 500/- P.M.. Thus none of the witnesses supports the statement of the petitioner. Besides, the petitioner has deposed that he could neither mention the name of any of the employees nor the names of the concerns in which they were employed. In cross-examination he admits that he had enquired from the employees themselves who had told him that they were employed by Murarka and their expenses were met by him but he does not remember the name of even a single employee from whom he enquired, so much so that he did not remember the names of the persons from Jhunjhunu who were working for respondent No. 1. It is strange that not only the petitioner but even other witnesses failed to stand the test of cross-examination. Radheshyam P.W. 5 has said that he did not mention to anybody about respondent No. 1 incurring such expenses. P.W. 2 also says that he does not know nor enquired the names of those employees. On a careful scrutiny of the evidence on record, it is obvious that the statement of witnesses are untenable and no credence can be attached to them. The petitioner has failed to establish the allegation made in para No. 14(f) of the petition and the issue is found against him.

Finding of issue No. 28

This issue relates to para No. 14(g)(i) of the petition. The two issues No. 28 and No. 29 relate to the meetings alleged to be held at the instance of respondent No. 1. Issue No. 28 deals with the meetings in general alleged to be held at various places in support of respondent No. 1 while issue No. 29 refers to the meetings held specifically when Shri Morarji Desai Ex-Finance Minister, Government of India visited Jhunjhunu Parliamentary Constituency.

So far as issue No. 28 is concerned the petitioner's contention is that in Jhunjhunu Parliamentary Constituency right from 19th January, 1962 to 19th February, 1962 meetings were held at various places as mentioned in para No. 14(g)(i) of the election petition, and that respondent No. 1 incurred expenses to the extent of Rs. 10,000/- on such meetings. It may be mentioned that the total number of meetings held as alleged in the petition is fifty one. I have gone through the evidence led by the petitioner and on a careful study of the evidence on record it is obvious that the petitioner has failed to produce any evidence about the meetings alleged to be held at the following 15 places:—

Salampur, Badagoan, Pilani, Chirawa, Budhana, Singhana, Bajwa, Udaipur, Chirana, Jhajhad, Mandawa, Malsisar, Bhanuri, Ladusar and Ramgarh.

Before I may deal further with regard to meetings at other places, it is worthwhile to mention that the petitioner has examined 30 witnesses to prove that meetings were held at various places. These witnesses have admitted that they had been either associated and worked for or were in service of respondent No. 1 during his election campaign. The learned counsel for the respondent No. 1 thus at the very outset has drawn my attention to these witnesses who have been deserters. His plea is that the evidence of such witnesses who on their own admissions are deserters is in itself sufficient to arouse strongest suspicion as to their bonafide because it has been only on very rare occasions that any one has voluntarily come forward and given evidence against any one to whom he was genuinely disposed of. In this connection he has referred E.L.R. 19 Page 417. I may, however point out that on a perusal of the record, the number of such witnesses (deserters) is thirty and the number of places where meetings are alleged to be held and proved by such witnesses being 24 which are as under:—

Bissau, Kali-Pahari, Dhundlod, Khetri, Bajawa, Gudha, Nua, Mines, Mahansar, Patoda, Churi Ajcetgarh, Bai, Dabri, Titanwad, Niradhnun; Tamkor; Surajgarh, Bagar, Nangal, Nawalgarh, Togda, Tain, and Jeetas.

Thus it may be significantly mentioned that to prove charges of corrupt practices, the petitioner has to make out a case against the respondent beyond reasonable doubt and the statements of the witnesses who are deserters have to be examined very carefully because in view of the aforesaid citation the very fact that they are deserters arouses strongest suspicion as to the bonafides of such witnesses.

I now first take up the places where evidence for meetings has been adduced by the petitioner:—

1. *Jhunjhunu*:—It is urged that a meeting was held by respondent No. 1 at Jhunjhunu and to prove this five witnesses have been examined. P.W. 8 Habib Khan, P.W. 9 Sitaram, P.W. 10 Babulal P.W. 11 Ghasiram, and P.W. 12 Laduram. It will appear from a perusal of these statements that there is no direct evidence about the expenses incurred by Respondent No. 1 on the meeting. P.W. 9 Sitaram has deposed that he was present in the meeting held in Motilal College, Jhunjhunu but he could say nothing about the expenses incurred at the meeting. The same is the case with regard to other witnesses, and their testimony is of no avail.

2. *Bissau*:—As for meeting at Bissau, Maliram P.W. 13 has deposed that a sum of Rs. 200/- to Rs. 250/- was incurred by respondent No. 1 for this meeting. But from his evidence it appears that he has no personal knowledge and what he has averred is all based on presumption and surmise. Other witnesses examined by the petitioner are P.W. 14 Durgashankar Parmeshwar P.W. 15, Hiralal P.W. 17 and they have also failed to prove that a sum of Rs. 250/- was spent for the meeting. Their evidence cannot be safely relied upon as on their own admission they were associated with respondent No. 1 and, as such, they are deserters. Mention may be made that on behalf of respondent No. 1 D.W. 10 Narsinghdev has appeared in the witness box and he has stated that no meeting was held by Respondent No. 1 at Bissau and nothing was incurred on this meeting. It also appears that Maliram P.W. 13, Durgashankar P.W. 14, Parmeshwar P.W. 15 and Hiralal P.W. 17 are residents of Bissau, they are interested persons as they had worked for Th. Raghuvversingh respondent No. 2.

Bhorki:—As for meeting at Bhorki, it is alleged that a sum of Rs. 300 had been incurred on the meeting by Respondent No. 1. The witnesses produced in support of this allegation are Ramlal P.W. 19, Dhansingh P.W. 52, Ghasiram P.W. 54, Resalsingh P.W. 55, Mehtabsingh P.W. 56 and Badri Prasad P.W. 57. The witnesses P.W. 54, 55, 56 do not mention anything about the meeting while the statement of witnesses P.W. 19, P.W. 52 and P.W. 57 are based on hearsay which are inadmissible in evidence, thus allegation is accordingly not proved.

Togra:—As for meeting at Togra only one witness has been adduced by the petitioner and he is Khemchand P.W. 20. He says that a sum of Rs. 104/- was paid to him by respondent No. 1 but he did not make any mention about the expenses of the meeting to anybody. In cross-examination he clearly admits that for generations he is Choudhari of Bissau Thikana, he is evidently an interested witness and, therefore, cannot be relied upon.

Bhojasar:—As for meeting at village Bhojasar, one witness Bhanwarsingh P.W. 22 has been examined by the petitioner. He says that a sum of Rs. 28/- was paid to him by Ramkumar for meeting expenses. He further says that the meeting was arranged by one Ramkumar but Ramkumar has not been produced. The witness is a tutored one as he mentioned the date of the meeting but could not give the date of only ten days back. He admits that he is illiterate and that he did not do other work through Ramkumar except the meeting work, his statement as such cannot be relied.

Kali-Pahari:—As for the meeting at Kali-Pahari, it is urged that Rs. 285/- were incurred for the meeting expenses by respondent No. 1. Two witnesses P.W. 23 and P.W. 24, Samandarsingh and Baghsingh, respectively, have been produced to prove the expenses but their statements are based on hearsay. They are deserters and thus their testimony is not worthy of reliance.

Mandrela:—As for meeting in village Mandrela, it is urged on petitioner's behalf that a sum of Rs. 175/- was spent by respondent No. 1 and in this connection he has referred to statement of Sale Khan P.W. 25, but he says that the expenditure was done by one Prithvisingh who has not been produced, thus his statement is also of no avail.

Sultana:—For allegations of meeting at Sultana the petitioner has produced witness P.W. 27 Moolsingh, who has deposed that a sum of Rs. 20/- was spent on the meeting. He is evidently a tutored witness as he says that Ramsingh had asked him to propogate for the meeting but Ramsingh has not been examined. His statement, therefore, is not worthy of reliance.

Surajgarh:—For the allegation of meeting at Surajgarh, the petitioner has urged that a sum of Rs. 150/- was spent at the meeting by respondent No. 1. In this connection two witnesses Vishvanath P.W. 65 and Mungaram P.W. 66 have

been adduced. The statement of both the witnesses does not carry conviction as they are quite unnatural. P.W. 65 does not remember his own expenditure besides he is a deserter and his evidence, therefore, cannot be relied.

Khetri:—For allegations of meeting at Khetri, a sum of Rs. 150/- is alleged to be spent on the meeting and the witnesses to prove this expenditure are P.W. 29 Narainsingh and P.W. 37 Mangilal. The statement of P.W. 29 clearly shows that he is a tutored witness. He was introduced to respondent No. 1 by P.W. 37. He was put various questions in cross-examination but he does not remember the details as to the recovery of amount lent by him in the last 3 months. He also failed to prove the expenditure of Rs. 150 on the meeting. Similarly the statement of P.W. 37 Mangilal cannot be also relied upon as he is also a deserter.

Dundlod:—As for meeting at Dundlod the petitioner has alleged that respondent No. 1 spent Rs. 70/- on the expenditure for the meeting and to support this, the witnesses produced are Shyamsunder P.W. 28 and Sampatsingh P.W. 59. P.W. 28 has admitted that he received a sum of Rs. 3,600/- from Th. Raghuvarsingh respondent No. 2 and made repairs of vehicles for him. This witness is evidently an interested witness. Similarly statement of P.W. 59 also does not help the petitioner who says that he did not work for anyone except respondent No. 1. On his own admission he is a deserter and his evidence too cannot be trusted.

Bajawa:—As for meeting at Bajawa the petitioner has produced two witnesses Bhaguram P.W. 30 and Jagatsingh P.W. 31. It is urged that a sum of Rs. 150/- had been incurred for the meeting by respondent No. 1. Bhaguram P.W. 30 has deposed that he was prevailed upon by Mst. Sumitra to work for respondent No. 1 but Mst. Sumitra who was instrumental for arranging the alleged meetings has not been examined. Further Bhaguram who on his own admission had served respondent No. 1 but has now appeared against him, as such, he is a deserter and his evidence cannot be relied. The statement of Jagatsingh P.W. 31 is also not material as he himself admits that for the first time he has mentioned in the court that a sum of Rs. 150/- was paid for the meeting by respondent No. 1. The petitioner has accordingly failed to prove this allegation.

Babai:—It is urged that a meeting was held at Babai and a sum of Rs. 70/- was spent by respondent No. 1. In support of this Bachansingh P.W. 32 and Nathusingh P.W. 33 have been produced. Bachansingh P.W. 32 has deposed that he was introduced by one Birjusingh to respondent No. 1 but this Birjusingh has not been examined by the petitioner. The witness has also admitted that he does not remember his personal expenses of even for the last few months but strangely enough he could remember the expenses incurred by him two years before for holding the alleged meeting. It is something unnatural and his evidence is not free from suspicion as he is also a deserter. Nathusingh P.W. 33 has no personal knowledge about the expenses of the meeting. All that he says is based on what Bachansingh had conveyed to him. Further it is admitted that both the witnesses worked for Th. Raghuvarsingh in election and accordingly they are interested witnesses and no reliance can be placed on their evidence.

Gudha:—It is urged that a sum of Rs. 250/- was incurred for meeting held at Gudha and to support this two witnesses Madho Prasad P.W. 34 and Zorawarsingh P.W. 35 have been adduced. They have deposed that the amount was spent by him for holding a meeting to sponsor the cause of respondent No. 1. It will appear that both these witnesses on their own admission had been working for respondent No. 2 Th. Raghuveer Singh a rival candidate of respondent No. 1. It is thus inconceivable that respondent No. 1 would have at all entrusted them with any work during his election campaign. Further the witnesses have alleged that they received Rs. 250/- for meeting expenses from respondent No. 1 which had been disclosed by them for the first time only before the Tribunal as such their evidence is quite unnatural and unworthy of any credence.

Nua:—As for meeting at Nua it is alleged that a sum of Rs. 195/- was spent by respondent No. 1 for holding a meeting at Nua and Shri Dashrathsingh P.W. 36 has been produced to prove it but he is an interested witness. On his own admission the witness had Muwafi land for generation from Thakur of Bissau. He has also stated that he was introduced to respondent No. 1 by one Berisalsingh, which Berisalsingh has been examined on behalf of respondent No. 1, who has deposed that he did not introduce him to respondent No. 1. The witness is an interested one and his testimony cannot be relied.

Minas:—It is alleged that a sum of Rs. 50/- was incurred by Respondent No. 1 as expenses for meeting held at Minas. Two witnesses Ganpatram P.W. 73 and Juntharam P.W. 74 have been examined but their statements are contradictory to each other. P.W. 73 says that he arranged the meeting and spent Rs. 50/- and paid Rs. 10/- to Juntha for propaganda work. As against this Juntha P.W. 74 has deposed that meeting was arranged by him and he spent Rs. 50/- while propaganda work was carried by one Balu. Besides both have alleged their close association with respondent, as such they are deserters and their evidence cannot be relied.

Mahansar:—It is alleged that a sum of Rs. 90/- was spent on the meeting by respondent No. 1 held at Mahansar. To prove this Baluram P.W. 71 and Hanif P.W. 72 have been examined but their statements are contradictory to each other as regards the expenses of the meeting. They both have deposed their close association with respondent No. 1 but in the witness-box they have ranged themselves against the candidate for whom they alleged to have worked, they are, as such, deserters and their evidence is not free from suspicion.

Patoda:—It is urged that a meeting was held at Patoda by respondent No. 1 and a sum of Rs. 100/- was spent by him. One Kalyan Singh P.W. 69 has been produced to prove the expenditure on this meeting. He says that he was introduced to respondent No. 1 by Shri Ramnarain but Shri Ramnarain has not been examined and no satisfactory explanation has been given for his non-production. Further this witness is also a deserter and no reliance can be placed on his evidence.

Churi-Ajeetgarh:—At Churi-Ajeetgarh a sum of Rs. 250/- is alleged to have been incurred by respondent No. 1 for the meeting. In support of this, witnesses Madanlal P.W. 38 and Laxminarain P.W. 39 have been produced. The former has deposed that he did not mention this to any one before but it is quite unnatural. Besides he also failed to give the particulars of the items of expenditure made by him, he is also a deserter and his evidence cannot be relied. As for the statement of Laxminarain P.W. 39, he says that arrangements for the meeting were made by Madanlal P.W. 38 and not by him. He is silent as regards the expenses incurred and accordingly his evidence is of no avail.

Fatehpur:—It is alleged that a meeting was held at Fatehpur at the instance of respondent No. 1 and a sum of Rs. 300/- was incurred by him. Gajanan P.W. 40 has been examined to prove expenses of this meeting. The witness has deposed that two persons one Brijlal and other Ranglal had told him to make arrangements for providing meals to 200 persons in connection with the meeting and a sum of Rs. 350/- was paid by Ranglal. Both Brijlal and Ranglal were important witnesses but none of them has been examined and the lone testimony of Gajanan P.W. 40 cannot be relied.

Bai: The petitioner has alleged that a sum of Rs. 160/- was incurred by respondent No. 1 for holding a meeting at Bai and to prove this he has examined Narain P.W. 41 and Banesingh P.W. 42 but both these witnesses have contradicted each other. Narain has denied that his father was Choudhari of Bissau Thakur but Banesingh P.W. 42 says that Narain's father was a Choudhari. Banesingh P.W. 42 has admitted that he was a Bardar (a person who gets land in return of his services) of Thikana Bisau, and as such Banesingh and Narain both are closely associated with Thakur Raghuversingh Respondent No. 2 and as they are interested witnesses and no reliance can be placed on their evidence.

Dabri:—The petitioner has alleged that a sum of Rs. 58 was spent by Respondent No. 1 for a meeting at Dabri. To prove this three witnesses Bagsingh P.W. 43, Sheoram P.W. 47 and Khinwaram P.W. 48 have been examined. The statements of P.W. 43 and P.W. 47 cannot be relied upon as both are interested witnesses. Bagsingh P.W. 43's uncle has been Tehsildar in Bisau Thikana while Shobharam P.W. 47's father has been closely associated with Thakur of Bisau as Choudhary of the Thikana. Thus it is not at all surprising that both these witnesses should have appeared to prove their loyalty and discharge the obligation which they owe to respondent No. 2. As for the statement of Khinwa Ram P.W. 48 he says that he kept account of expenses Rs. 58/- of the meeting but he failed to produce their accounts. It is also worthy of note that the witness alleges to have spent a sum of Rs. 2600/- on the marriage of his son, did not maintain the account of marriage of expenses. All these witnesses according to the statement of Bhagwana D.W. 4 and on their own admission are interested witnesses and, as such unworthy of any reliance.

Nangal:—According to the petitioner a sum of Rs. 84/- is alleged to have been incurred by respondent No. 1 for meeting at Nangal. Phoolsingh P.W. 46 has appeared in the witness-box, who says that a letter had been addressed to him by respondent No. 1 to hold a meeting in the village Nangal. The witness has neither adduced this letter nor he made a mention to anyone about the expenses incurred in the meeting. It is for the first time before the Tribunal that the witness has deposed about the meeting and expenses incurred by him. The statement in itself is unworthy of any credence and, as such, unreliable.

Kari:—The petitioner has alleged that a sum of Rs. 45/- was spent by respondent No. 1. Laxmansingh P.W. 50 has been examined to prove this expenditure. The witness has deposed that the amount had been received by him from one Jagan. His statement is based on hearsay as Jagan told him that the expenses had been incurred by respondent No. 1, accordingly his statement is inadmissible in evidence.

Titanwad:—According to the petitioner respondent No. 1 had incurred a sum of Rs. 70 for holding a meeting at Titanwad. Lalji P.W. 49 and Lichman P.W. 51 have been examined to prove the expenses incurred at the meeting. P.W. 49 has stated that it was one Sheonathsingh through whom everything was arranged by Respondent No. 1 but Sheonath Singh has not been examined. The witness has also deposed that one Sugansingh who was doing Th. Raghuvversingh respondent No. 2's propaganda work, presided over the meeting arranged on behalf of respondent No. 1. This seems to be quite unnatural that respondent No. 2's active worker Sukan Singh should have ever presided the meeting held in support of respondent No. 1. The statement of P.W. 49 cannot, therefore, be relied. As for statement of Lachman P.W. 51 it is also unworthy of any credence as he says that the meeting was organised by one Shivnathji and expenses were incurred by Lalji P.W. 49.

Niradhnu:—The petitioner has alleged that a sum of Rs. 30/- was incurred for the meeting held by respondent No. 1 at Niradhnu and to prove this one Purnam P.W. 60 has been examined. On his own admission he is associated with respondent No. 1 but in the witness-box he has appeared against respondent No. 1 and, as such, he is a deserter and his testimony cannot be accepted.

Tamkor:—According to the petitioner a sum of Rs. 95/- is alleged to have been spent on meeting at Tamkor. To prove this three witnesses Nanusingh P.W. 61, Meghraj P.W. 62 and Johri P.W. 63 have been examined. I have gone through the statements of Nanusingh P.W. 61 and Meghraj P.W. 62 but their statements are contradictory to each other. P.W. 61 says that when he gave the account of expenses nobody was present, while P.W. 62 says that he himself and many others were present at the time. Nanusingh P.W. 61 has also admitted that he received land from Thikana Bissau, this witness is evidently an interested witness while the testimony of other witnesses is unworthy of any reliance.

Surajgarh:—It is urged that a sum of Rs. 105/- was incurred by respondent for holding meeting at Surajgarh. To prove this allegation Vishvanath P.W. 65 and Mangaram P.W. 66 have been examined by the petitioner, P.W. 65 has admitted that he did not disclose to anyone before this that a meeting was arranged by respondent No. 1. The witness also does not remember items of expenditure made by him, he is also a deserter and accordingly no reliance can be placed on his testimony as well as on the lone testimony of Mangaram P.W. 66.

On a careful perusal of the statements of witnesses examined by the petitioner it is obvious that the petitioner has failed to produce any cogent evidence corroborated by material witnesses. The burden heavily lay on the petitioner to prove beyond any reasonable doubt that the meetings were held at the instance of respondent No. 1 and that the alleged expenses were incurred by him. On a closer analysis it is evident that out of the 51 places where meetings are alleged to have been held, no evidence has been adduced for meetings at 15 places which are alleged to be held and the expenses incurred by the respondent No. 1. As for meetings alleged to be held at twenty other places the petitioner has examined witnesses but most of them are deserters and their evidence is not free from suspicion. It is further to be mentioned that mere allegation that meetings were held is not enough unless it is proved that the meetings were held at the instance of respondent No. 1 and that all the expenses incurred on these meetings were borne by the said respondent. The petitioner has failed to substantiate his allegations of the meetings as well as expenses incurred by Respondent No. 1 and the issue is accordingly decided against the petitioner.

Issue No. 28 (b)

In view of the finding on Issue No. 28(a), this issue is also decided against the petitioner.

Issue No. 29(a) (b)

The petitioner's allegation in para No. 14(g) (ii) is that respondent No. 1 had called Shri Morarji Desai, Ex-Finance Minister, Government of India to address election meetings to support and sponsor his candidature and that Respondent No. 1 incurred all the expenses of the meetings addressed by Shri Morarji held at Nawalgarh, Mandawa, Jhunjhunu and Bissau. It is common ground that Shri Morarji Desai participated in the election campaign of Jhunjhunu Parliamentary Constituency and addressed meetings on 29-1-62 and 30-1-62 held at the afore-said places. Now the main point for determination is whether respondent No. 1 called Shri Morarji and incurred the expenses of the meetings addressed by him.

Before dealing further it is worthwhile to refer to basic principles with regard to expenses incurred by a candidate, specifically with regard to meetings. Section 77 of the Act provides that every candidate at an election shall keep a separate and correct account of all expenditure in connection with the election, incurred or authorised by him or by his election agent between the date of the publication of the notification calling the election and the date of the result thereof, both dates inclusive. Sub-section (1) is of general nature but sub-section (2) provides that the account shall contain such particulars as may be prescribed while sub-section 3 provides that the total of the said expenditure shall not exceed such amount as may be prescribed. It may be here pointed out that it is only when the sum total of the expenditure as incurred or authorised by a candidate exceeds the prescribed limit, there is the contravention of section 77 of the Act and a corrupt practice under section 123 (6) is committed but at the same time according to E.L.R. 16 Page 103, a mere contravention of sub-section (1) and (2) of section 77 is no longer a corrupt practice.

The learned counsel for the petitioner in support of his contention has argued that even if the expenses were incurred by any association or agency which is interested in the success of the candidate as A.I.C.C., P.C.C. or D.C.C. they will be deemed to have acted as an agent of the candidate and that the expenses incurred or authorised by any Body or agency, shall be included in the return of election expenses. In support of this contention he has referred to E.L.R. 10 Page 57 (Election Tribunal, Nagpur—26-4-54), wherein it has been held that:—

"If an association or a society is interested in the success of a candidate and members of that society or organisation canvass for the candidate such association or society and every member of such association or society would be an agent of the candidate under section 79(a) of the Representation of the People Act, 1951, and the expenses incurred by them would not be unauthorised expenses."

It has been further held that:—

"Therefore, the expenses incurred after the nomination of a candidate by the candidate himself or by his election agent or by other persons (such as the All India Congress Committee, the Provincial Congress Committee and the District Congress Committee in the case of a congress candidate) and all other persons who took part in the election campaign, and by visitors who visited the constituency to support the candidature of the candidate and to canvass votes on his behalf are expenses incurred or authorised by the candidate for the 'conduct and management' of his election and should be included in the return of election expenses."

As against the above citation the learned counsel for Respondent No. 1 has referred to a later ruling of Allahabad High Court E.L.R. 20 Page 176 (December, 1958), which lays down that only such expenditure which has been incurred or authorised by the candidate or his election agent is to be included in the election expenses. It has been further held that the word 'authorised' was not equivalent to the expression 'with the consent or the knowledge of' and that even if the respondent knew that the All-India or the District Congress Committee had incurred some expenditure, in this behalf, such expenditure could not be treated as expenditure 'incurred or authorised' by the respondent. So much so that even the burden of proving that A.I.C.C. or D.C.C. have incurred some expenditure in this matter and the amount of expenses that they have incurred was on the petitioner and not on the respondent.

I may point out that I have given my best consideration to the citation which has been referred upon misconception. This citation is based upon section 79(a) of the Act but sub-section (a) has been omitted by Act 27 of 1956-Sec. 43 and thus clause (a) is no longer good law and accordingly all citations based on the interpretation of sub-section (a) are obsolete and the petitioner's contention fail on merits.

Now in this view of the matter it is crystal clear that to prove corrupt practice u/s 123 (6) of the Act it was obligatory upon the petitioner to show that the expenditure was incurred or authorised by respondent No. 1 and if he fails to prove, any amount of expenditure whatsoever made by any Body, organisation or society or otherwise, respondent No. 1 cannot be held responsible for the same and accordingly it is not a contravention of section 77 of the Act.

In the context of the above discussion I now proceed to deal with the allegations with regard to meetings held in connection with Shri Morarji Desai's visit.

It has been alleged that Respondent No. 1 arranged meetings on the occasion of the visit of Shri Morarji Desai at Nawalgarh, Mandawa, Jhunjhunu and Bissau and incurred expenditure on those meetings. I first deal with the meeting alleged to be held at Nawalgarh.

Nawalgarh:—The petitioner examined seven witnesses in support of his contention who are P.W. 1, P.W. 2, P.W. 3, P.W. 5, and P.W. 6. The respondent No. 1 on his part has examined himself and two witnesses D.W. 7 and D.W. 13. It appears from Abdul Gani P.W. 1's statement that he is prejudiced against respondent No. 1 as the nomination paper of Balji another candidate and a close relative of the witness, was got rejected by Respondent No. 1, his evidence accordingly is not to be trusted. As for witnesses Mohd. Ismail P.W. 2 and Ismail P.W. 3, both have deposed that Shri Morarji came to Nawalgarh and a tea party was arranged in his honour at the Town Hall which was attended to by about 150 persons. Mohd. Ismail P.W. 2 has further deposed that a meeting was arranged and the expenses for the same were incurred by respondent No. 1 which were about Rs. 2000/-. While Ismail P.W. 3 says that the expenses on the meeting were Rs. 1000/-. But the evidence of both these witnesses is based on conjectures and hearsay. Again Mohd. Ismail P.W. 2 says that he does not know the name of the persons from whom he heard that respondent No. 1 had called Morarji, as for expenditure met by respondent No. 1 he inferred this because chairs for the meeting had been brought from the house of respondent No. 1. Similarly Ismail P.W. 3 says that he heard from Sagarmal Munim of respondent No. 1 that the expenditure was incurred by him. Radheyshyam P.W. 5 is another witness, who deposed that a party was held at Nawalgarh and about 200 persons were offered meals. This was arranged by respondent No. 1 who incurred Rs. 800/- to Rs. 900/- towards its expenditure and thereafter a public meeting was addressed by Morarji Desai. But in his cross-examination he admits that he does not know whether Congress called Morarji and nor he knows who paid his expenses. Dr B. S. Gupta P.W. 6 has deposed that meeting was arranged by respondent No. 1 at the time of Morarji's visit and all the expenses were met by him. But in his cross-examination he admits that there had been civil and criminal cases pending between the witness and Shri Naharsingh President D.C.C. who had been all out to support respondent No. 1. The witness failed to stand the test of cross-examination, he is an interested witness and his testimony is impaired.

Jhunjhunu:—As for meeting at Jhunjhunu, the petitioner has produced 5 witnesses who are P.W. 9, P.W. 10, P.W. 11, P.W. 12 and P.W. 16. Sitaram P.W. 9 has deposed that Morarji Desai came to support respondent No. 1, a congress candidate and a sum of about Rs. 2000/- or Rs. 2500/- might have been incurred by respondent No. 1. Another witness Rebulal P.W. 10 says that a meeting was arranged in Jhunjhunu which was addressed by Morarji. According to him a sum of Rs. 800/- to Rs. 1000/- might have been spent by respondent No. 1. Similarly Ghasiram P.W. 11 has also deposed that a meeting was held in Gandhi Chowk Jhunjhunu and a sum of Rs. 1000/- to Rs. 1500/- might have been spent. The witness has admitted in cross-examination that he has no idea whether the meeting was called by D.C.C. or not. As for the expenses he admits that it is guess work and beyond that he has no knowledge. Bachan Singh P.W. 16 says that he was present at the meeting addressed by Morarji and a sum of Rs. 2500/- must have been spent. In cross-examination he says that he does not know who spent the amount and that he has no knowledge whether Morarji was called by P.C.C. or D.C.C. From the above analysis of the statements of the

witnesses it is abundantly clear that they above failed to prove that respondent No. 1 called the meeting in connection with Shri Morarji's visit and that he incurred expenses for such meeting. All they have deposed is that the meeting was held and that expenses had been incurred but who called Shri Morarji and incurred expenses for the meeting, the witnesses are not definite and their statements are quite vague, as such, their evidence is not material.

Bissau:—As for meeting at Bissau, the petitioner has examined two witnesses Maliram P.W. 13, Hiralal P.W. 17. Maliram P.W. 12 has deposed that meeting was arranged by respondent No. 1 and an expenditure to the extent of Rs. 800/- to Rs. 1000/- might have been incurred. In cross-examination the witness failed to mention names of the persons making arrangement and admits what he has stated merely by his own conjectures. Heeralal P.W. 17 says that some amount was paid to him by Murlidhar on behalf of respondent No. 1 for arranging the meeting but he failed to remember the amount which was actually paid to him. In his cross-examination he admitted that formerly he used to give revenue to Th. Raghuveersingh respondent No. 2 and thus he is an interested witness and no reliance can be placed on such evidence.

Mandawa:—For meeting at Mandawa the petitioner has examined Dhonkal P.W. 53. He says that Morarji addressed a meeting at 7 P.M. in the market of Mandawa and a sum of Rs. 200/- to Rs. 400/- must have been spent. There was also a tea party after the meeting to which he also joined. He has further deposed that all these expenses were incurred through Birjusingh but he does not know how such money was actually spent. It may be pointed that Birjusingh was a material witness who should have been examined but neither he has been produced nor a satisfactory explanation for his non-production has been forthcoming, and accordingly it is not proved that the expenses for the meeting were incurred by respondent No. 1.

Lastly I may refer to the statement of petitioner Shri Ridmalsingh himself about the meetings held at the four places. He has deposed that a sum of Rs. 5000/- to Rs. 6000/- must have been spent on the meetings and the tea parties arranged in connection with Shri Morarji Desai's visit. In cross-examination he clearly admits that he is not definite as to who incurred these expenses nor he enquired from D.C.C., P.C.C. or A.I.C.C. about the expenditure incurred in this connection.

Now coming to the rebuttal, I may point out that respondent No. 1 has examined himself as well as two other witnesses Sagarmal D.W. 7 and Shri Morarji Desai. D.W. 7 says that he is a munim of Shri Murarka Respondent No. 1, he admits that Shri Morarji Desai visited Nawalgarh but no expenses were incurred on his visit by respondent No. 1. Respondent No. 1 has also denied that any expenses were incurred by him or by anyone of his election agents about the arrangements and meetings of Shri Morarji Desai. Shri Morarji Desai who had been examined on commission has clearly said that respondent No. 1 did not incur any expenditure on his visit to Jhunjhunu Parliamentary Constituency and so far as he knows the P.C.C. incurred the expenses of his visit.

From the above analytical survey of the evidence it is self evident that the petitioner has failed to establish that Shri Morarji Desai was called by respondent No. 1 and that the expenses for meetings and on other items were met by respondent No. 1. As already observed that in order to prove a corrupt practice it is essential that the petitioner should establish it with reasonable certainty. But here the petitioner has adduced witnesses who have based their statements either on their personal whims or individual conjectures lacking at the same in material particulars.

Having gone through the evidence in the light of the relevant law as well as the totality of circumstances, I am of the view that the petitioner has failed to discharge the burden of the issue upon him, I therefore, decide the issues No. 29(a) and (b) against him.

Issue No. 30

It has been alleged by the petitioner that from 19th January, 1962 till 22nd February, 1962 respondent No. 1 had been running two messes one at Jhunjhunu and other at Nawalgarh and the expenses on these two messes which come to Rs. 12,000/- were incurred by him. To prove this the petitioner has examined 10 witnesses which are Mohammed Jsmil P.W. 2, Ismail P.W. 3, Radheyshyam P.W. 5, Habib Khan P.W. 8, Sitaram P.W. 9, Babulal P.W. 10, Ghasiram P.W. 11, Durgashankar P.W. 14, Bachansingh P.W. 16 and Rldmalsingh P.W. 77. In his

statement the petitioner has deposed that about 250 persons used to take meals at both the places. In his cross-examination he admits that he did not go and see these messes, but enquired from the cook and other persons. He has further deposed that the cooks were Prahlad and Heera from whom he heard about these messes. He also says that all the information which he could gather within 15 days was kept in writing by him. It is surprising that the witness who had got all the information recorded with him did not produce to corroborate his statement. He also admits that he has no personal knowledge about any corrupt practices committed by respondent No. 1. On his own admission it is pertinent to note that he knew about the messes and expenditure only through Prahlad and Heera, which is all hearsay and is accordingly inadmissible in evidence. As for the two witnesses Mohammed Ismail P.W. 2, and Ismail P.W. 3. Mohd. Ismail P.W. 2 has deposed that the mess continued for a month, in the beginning 40 to 50 persons used to take meals but afterwards their number increased to 300 to 400 and the average expenses per day were Rs. 200/- to Rs. 250/-. In cross-examination he admits that he neither knew the persons who used to work there in the mess nor he could mention name of a single person out of the 300 to 400 persons who used to take their meals every day. It is strange that the witness who is a resident of Nawalgarh, could not know names of any of the persons who used to take meals or served in the mess. Similarly Ismail P.W. 3 also could not give the name of any cook or any of persons who used to take meals nor he could mention date when mess started as such the testimony of both these witnesses deserves no credence. Habib Khan P.W. 8's statement is of no avail specially when he says that he does not know whether any mess was run by Respondent No. 1 in Jhunjhunu. Sitaram P.W. 9, Babulal P.W. 10, and Ghasiram P.W. 11 have been examined by the petitioner to prove the alleged mess set up in Jhunjhunu at Tibra Guest House. Sitaram P.W. 9 has deposed that 200 to 250 persons used to take meals in the mess. In his cross-examination he says that he did not go to take meals there but he saw the persons from a distance in the Guest House. It does not stand to reason that the witness, by mere seeing persons in the Guest House could infer that a mess was run, wherein 200 to 250 persons used to take meals. Babulal P.W. 10 and Ghasiram P.W. 11 have alleged that a mess at Tibra Guest House Jhunjhunu was run by Respondent No. 1 but both of these have failed to substantiate that the expenses were really incurred by Respondent No. 1. Durgashankar P.W. 14 and Bachansingh P.W. 16 have deposed that there was a mess and about 100 to 200 persons used to take meals but their testimony is impaired in cross-examination as they could not substantiate the allegations that the mess had been run and the expenses were incurred by respondent No. 1.

Coming to the rebuttal evidence I may point out that respondent No. 1 has himself appeared in the witnessbox and has denied in unequivocal terms that any mess in Jhunjhunu or Nawalgarh was run by him and the alleged expenses were incurred by him. Sagarmal D.W. 1 is the Munim of Respondent No. 1 who says that Respondent No. 1 did not make any arrangements for mess either at Nawalgarh or at Jhunjhunu.

From the above scrutiny of the evidence it is quite clear that the petitioner has failed to substantiate the allegations that the Respondent had incurred expenses on two messes to the tune of Rs. 12,000. The issue is, therefore, decided against the petitioner.

Finding of Issue No. 31

It is urged on behalf of the respondent No. 1 that the petition does not disclose cause of action with respect to corrupt practices set out in various sub-paragraphs of para No. 14. It may be pointed that the petition was received here on 24th May, 1962. Since respondent No. 1 had made preliminary objection that some essential particulars about the allegations in the petition were lacking the Tribunal accordingly ordered amendment and the amended petition was presented on 3rd October, 1963.

I have gone through the relevant paragraphs of the amended petition and it will appear that the assertions made by the petitioner in his petition disclose cause of action entitling the petitioner to the relief claimed for. The Respondent No. 1 could not point out a single or more facts which do not disclose cause of action with respect to the corrupt practices alleged by the petitioner. The issue is accordingly decided against the respondent No. 1.

Finding of issue No. 32

Issues No. 32 to 37 relate to recrimination. On 15th June, 1962 the respondent No. 1, u/s 97 of the Act filed statement of recrimination. The main contentions in the statement of recrimination are that Respondent No. 2 was a candidate both for Jhunjhunu Parliamentary Constituency as well as for Mandawa Assembly Constituency. The respondent No. 2 has filed his return of expenses in connection with Jhunjhunu Parliamentary Constituency and according to return his expenses are Rs. 21,583.74 while his expenses in connection with his election to the State Assembly as incurred by him, as per return are Rs. 4,558.36 which are in addition to the sum of Rs. 21,583.74 stated to have been spent by him for the Parliamentary Constituency. It is then urged that according to rule 90 a candidate for election to the Parliamentary Constituency is permitted to incur maximum expenses only to the tune of Rs. 25,000, and is not entitled to incur expenses in excess of the said maximum under any circumstances. Since the Mandawa Assembly Constituency forms part of the Jhunjhunu Parliamentary Constituency thus the Respondent No. 2 should not have spent more than Rs. 25,000 while on his own showing he has incurred expenses totalling Rs. 26,142.10 np. Thus it was a contravention of section 77 of the Act and accordingly he is guilty of a corrupt practice under provisions of section 123 of the Act.

In reply respondent No. 2 has traversed all the grounds mentioned in the petition and emphatically denied the allegations levelled against him. He has admitted that he was a candidate both for Mandawa Assembly Constituency as well as Jhunjhunu Parliamentary Constituency but the law does not enjoin upon a candidate standing both from a Parliamentary Constituency as well as Assembly Constituency (forming part of the same parliamentary constituency) and not to incur more than Rs. 25,000 for both the constituencies, and thus there was no contravention of section 77 of the Act and no corrupt practice has been committed as envisaged in section 123 of the Act has been committed by him.

I have given my best consideration to the point raised by Respondent No. 1. It will appear that part VIII of the Rules deal with election expenses. Rule 90 provides that the maximum election expenses which a candidate can incur for Parliamentary Constituency shall not exceed Rs. 25,000 for which he is to keep an account as required u/s 77 of the Act. In the case of a constituency of any State Assembly clause (ii) of Rule 90 provides that expenditure to be incurred in connection with any Assembly Constituency is to be kept u/s 77, it shall not exceed Rs. 6,000 in the State of Rajasthan. In case had there been a limit for the maximum expenditure to be shown u/s 77 for a candidate standing for both Parliamentary Constituency as well as State Assembly Constituency, there would have been a separate provision but there is no such restriction. Thus in view of the relevant provision of the law as it stands, it cannot be said that Respondent No. 2 had exceeded the prescribed limit for his election because expenditure incurred by him for the Assembly Constituency cannot be added to the expenses what he had incurred in the Parliamentary Constituency and, as such, there was no contravention of section 77 and no corrupt practice has been committed by Respondent No. 2. The issue is, therefore, decided against Respondent No. 1.

Finding of Issue No. 34

It has been urged by Respondent No. 1 that Respondent No. 2 spent a total sum of Rs. 15,000 for paying to the various assembly candidates in Jhunjhunu Parliamentary Constituency for furthering the prospects of his election as well as his election propaganda for the Parliamentary Constituency. As these expenses had been incurred and/or authorised by Respondent No. 2 he ought to have disclosed them in his return of expenses filed by him. The particulars of the amount alleged to be paid by him are given in sub-para (b), (c), (d) and (e) of para 3 of the recrimination application which are as under:—

1. Rs. 6,000 paid to Shri Shivnarain Chhachhia, a Swatantra Party candidate for the Surajgarh Assembly constituency which forms part of the Jhunjhunu Parliamentary Constituency.
2. Rs. 4,000 paid to Shri Chunnilal Gujar a Swatantra Party candidate for the Khetri Assembly Constituency which also forms part of the Jhunjhunu Parliamentary Constituency.
3. Rs. 1,500 paid to Shri Banshidhar Sharma a Swatantra Party candidate for Fatehpur Assembly constituency.

4. Rs. 4,000 paid to Shri Jivaraaj Singh a Swatantra Party candidate for the Gudha Assembly Constituency which also forms part of the Jhun-jhunu Parliamentary Constituency.

On a perusal of the evidence adduced by Respondent No. 1 it appears that to prove the above alleged four payments, no evidence has been produced by Respondent No. 1 about payments with respect to part (d) to Shri Banshidhar Sharma and part (c) to Shri Jivaraaj Singh of Rs. 1,500 and Rs. 4,000 respectively. As for allegation of payments under (b) to Shri Shivrana of Rs. 6,000 and (c) to Shri Chunnailal Rs. 4,000, Respondent No. 1 has examined only one witness Kedarnal R.W. 1. The witness has deposed that a sum of Rs. 6,000 was given to Shivrana in his presence. But he is a chance witness as he has deposed that he was taken to Respondent No. 2 for getting his car approved by Respondent No. 2 for his election purpose but the car was rejected. It is inconceivable that an amount for election propaganda would have been paid to Shivrana by Respondent No. 2 in the presence of a stranger who had met him casually for the first time. As for payment of Rs. 4,000 to Shri Chunnailal Respondent No. 1 has examined Prakashchand who says that Rs. 4,000 were given to Chunnailal by Respondent No. 2 in his presence. But in cross-examination he says that the notes were not counted and that Maliram and one or two more persons were also present. But neither Maliram has been examined nor any of the other persons who are alleged to have been present on the spot have been examined. In rebuttal Respondent No. 2 has appeared in the witness-box and has denied in clear terms the payment of the alleged sums to the above named persons.

Coming to the expenses of Rs. 1,500 as alleged to be incurred according to sub-para (f) of para 3, it is urged that during the period between 19th January, 1962 to 20th February, 1962 Respondent No. 2 had held meetings at the following places

Fatehpur, Ramgarh, Nawalgarh, Bissau, Surajgarh, Jhunjhunu, Alsisar, Ganglasar, Malsisar, Mandawa, Mukandgarh, Mehendsar,

and several other places where he made all the arrangements for such meetings and incurred and/or authorised the expenses and such expenses would easily come to Rs. 1,500.

On a perusal of the evidence on record there is evidence only about a meeting held at Nawalgarh and that is also not reliable. In this connection Respondent No. 1 has examined Ramswaroop R.W. 8 who has deposed that a meeting was held at Nawalgarh and arrangements for the meeting were made by one Hariram and a sum of Rs. 150 was incurred on the arrangements which was paid by Thakur Sahib to Hariram. He further says that Birjusingh and Th. Madansingh also used to work for Th. Raghuvarsingh. From the statement of Ramswaroop it is obvious that Hariram was the main witness who made all arrangements and that the amount was also paid to him. It is strange that Respondent No. 1, instead of examining Hariram who could be the main witness for proving the meeting and alleged expenses should have left him and examined Ramswaroop R.W. 8 a casual witness and his testimony cannot be relied.

It may be pertinent to note that it is alleged that meetings were held at several places but only names of 12 places where meetings were held have been given and for meetings at the twelve places except for meeting at Nawalgarh, there is not an iota of evidence to prove that Respondent No. 2 held meeting. Respondent No. 1 has accordingly failed to prove that Rs. 1,500 were incurred by Respondent No. 2 on the meetings.

There is also an allegation by Respondent No. 1 appearing in sub-section (g) of para 3 for running a mess at Bissau by Respondent No. 2. It is urged that a mess was run by Respondent No. 2 at Bissau from 19th January, 1962 to 28th February, 1962 and expenses incurred on the mess have not been shown in the return of expenses filed by Respondent No. 2, which at a very conservative estimate, would amount to Rs. 7,000. I have gone through the evidence led by Respondent No. 1 but out of 8 witnesses examined by Respondent No. 1 not a single witness has said anything about the mess as alleged to have been run by Respondent No. 2 at Bissau and the expenses incurred by him. On the other hand Respondent No. 2 has appeared in the witness-box in rebuttal and has emphatically denied the allegation that a mess was run by him at Bissau and that he incurred any expenses on the alleged mess.

From the above discussion it is obvious that the expenditure by Respondent No. 1 as alleged in para 3 and its sub-paras of his recrimination application are not proved. The issue is accordingly decided against respondent No. 1.

Finding of Issue No. 35

This issue relates to expenses alleged to have been incurred by respondent No. 2 in para 4 sub-para (a) to (k) of recrimination. I have examined the evidence as adduced by the petitioner but there is no evidence to support the allegations made under sub-para (a) to (k) of para 4 except for para (c). It is alleged that Respondent No. 2 paid a sum of Rs. 1000/- to one Shri Basantilal for the purpose of construction of a school building in village Khakada. In support of this allegation Basantilal R.W. 3 has been examined by Respondent No. 1 who says that Respondent No. 2 had come to Mahabeer Purohit and it was through him that he was called and a sum of Rs. 100 was paid but it is strange enough that Mahabeer Purohit who was the main witness has not been examined. In his cross-examination the witness has deposed that though the amount was received for construction of a room in the school but the witness did not maintain any list of persons who contributed for the school, nor there is any Committee or body to look after the school. The statement of this witness accordingly has no material bearing on the point and no credence can be attached to it. Since the respondent No. 1 failed to produce any evidence to prove the allegations made in para 4 and its sub-para, the issue is decided against him.

Finding of Issue No. 36

This issue relates to para No. 4 of recrimination with specific reference to the acts of bribery alleged to have been committed by respondent No. 2 under various sub-para of para 4. In my finding of issue No. 35 I have already stated that there is no evidence on record with reference to any of the allegations referred in sub-para (a) to (k) of para No. 4 except for the allegation in sub-para (e) which is also not proved. The result is that the issue is decided against respondent No. 1.

Finding of Issue No. 33

It is urged by the Respondent No. 1 that the Respondent No. 2 has shown more expenses for the Assembly election than actually incurred and less for Parliamentary seat. As already observed in the finding of the above issue, the expenses incurred by respondent No. 2 for both the constituencies as per return and furnished by him are as under:—

1. Jhunjhunu Parliamentary Constituency	Rs. 21,583.74
2. Mandawa Assembly Constituency	Rs. 4,558.36
Total	Rs. 26,142.10

It will appear that the expenses incurred by Respondent No. 2 as per return are much less than the maximum prescribed limit as permissible under Rule 90. But as alleged by the Respondent No. 1 that the expenses as per return as shown by the Respondent No. 2 are not correct, the burden lay heavily upon Respondent No. 1 which he has failed to discharge and the issue is found accordingly.

Finding of Issue No. 37

This recrimination application was presented on 26-6-62 u/s 97 of the Act before the Member, Election Tribunal, Jhunjhunu. The petition and relevant papers were received from the Election Commission on 24-5-62 and the petition was fixed for hearing on 1-6-62.

As per record of this petition, it is evident that on 15-6-62 an application along with notice of intention to recriminate by the 1st Respondent and statement of recrimination were presented by Shri M. P. Jain Advocate before the Munsarim of the Court. But on the said date the Election Tribunal was closed and the Member of the Tribunal was also out of headquarters on leave. The learned counsel for Respondent No. 2 has objected to this presentation before the Munsarim, who, it is urged was not authorised to receive the notice. But it may be pointed that the civil courts had been closed for the period on account of summer vacation as declared by the Hon'ble High Court from 4-6-62 to 1-7-62 which was also a period of vacation for the Election Tribunal. In this view of the matter I rely on E.L.R. 13 Page 385 and accordingly a notice of intention to recriminate and the recrimination petition could have been even presented on the reopening day of the civil

courts i.e. 2nd July, 1962. As for the presentation before a proper authority, it may be pointed that when the Member, Election Tribunal resumed on 25-6-62 it was put up before him and orders were passed on 26-6-62. Thus it will appear that not only the recrimination petition was within limitation but it was a proper presentation before the Member, Election Tribunal. The issue is, therefore, decided against Respondent No. 2.

Finding of Issue No. 38.

The result of the above findings is that the petitioner has failed to prove that any corrupt practice were committed by Respondent No. 1 or his election agents or any other person with his consent. The petitioner has also failed to substantiate any grounds in his petition which would justify the declaration of election of Respondent No. 1 as void, or any other relief claimed for.

ORDER

The Election Petition, therefore, fails and is hereby dismissed with this further direction that the petitioner will pay Rs. 500/- as costs to the contesting Respondent No. 1. The other respondents would neither pay nor receive any costs of this Election Petition. The recriminatory petition is also dismissed with costs.

Sd./- M. RAZA ALI KHAN,

Member, Election Tribunal,
Jhunjhunu.

Pronounced in the open court this 8th day of November, 1966.

Sd./- M. RAZA ALI KHAN,

Member, Election Tribunal,
Jhunjhunu.

[No. 82/269/62.].

Delhi, the 9th December 1966

S.O. 3887.—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, the Election Commission hereby appoints, in respect of each of the Parliamentary Constituencies in the Union Territory of Himachal Pradesh as determined by the Delimitation Commission in its Order No. 19, dated the 18th November, 1966, and specified in column 1 of the Table below,—

- (a) the officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer; and
- (b) the officers specified in the corresponding entry in column 3 of the said Table to be the Assistant Returning Officers.

TABLE

Name of the Constituency	Returning Officer	Assistant Returning Officer
1	2	3
1. Mahasu	Deputy Commissioner, Mahasu.	1. Deputy Commissioner, Kinnaur. 2. Deputy Commissioner, Kulu. 3. Revenue Assistant, Mahasu. 4. Sub-Divisional Officer (Civil), Rampur. 5. Magistrate 1st Class, Theog. 6. Magistrate 1st Class, Rohru.

1	2	3
2. Simla	Deputy Commissioner, Simla.	1. Deputy Commissioner Mahasu. 2. Deputy Commissioner, Sirmur. 3. General Assistant, Simla. 4. Magistrate 1st Class, Solan.
3. Hamirpur	Deputy Commissioner, Kangra.	1. Deputy Commissioner, Bilaspur. 2. General Assistant, Kangra.
4. Kangra	Deputy Commissioner, Kangra.	General Assistant, Kangra.
5. Chamba	Deputy Commissioner, Chamba.	1. Deputy Commissioner, Kangra. 2. Deputy Commissioner, Lahaul-Spiti. 3. Deputy Commissioner, Kulu. 4. Revenue Assistant, Chamba. 5. Sub-Divisional Officer (Civil) at Kaza. 6. Naib Tahsildar, Pangi.
6. Mandi	Deputy Commissioner, Mandi.	1. Deputy Commissioner, Kangra. 2. Revenue Assistant, Mandi. 3. Revenue Assistant, Kangra.

[No. 434/HIP/66]

Delhi, the 14th December, 1966

S. O. 3888.—In exercise of the powers conferred by section 21 and sub-section (1) of section 22 of the Representation of the People Act, 1951, and in supersession of its previous notification No. 434/MT/66, dated the 22nd June, 1966, the Election Commission hereby appoints, in respect of each of the Parliamentary constituencies in the State of Maharashtra, specified in column 1 of the Table below:—

- the officer specified in the corresponding entry in column 2 of the said Table to be the Returning Officer, and
- the officer specified in the corresponding entries in column 3 of the said Table to be the Assistant Returning Officers:

TABLE

Name of the Constituency	Returning Officer	Assistant Returning Officers
1	2	3
1. Rajapur	Collector of Ratnagiri	(1) Prant Officer, Sawantwadi Division, Sawantwadi. (2) Leave Reserve Deputy Collector, Ratnagiri. (3) Prant Officer, Ratnagiri Prant. (4) Special Deputy Collector, Tenancy Appeals (II), Ratnagiri at Kankavali.

1	2	3
2. Ratnagiri	Collector of Ratnagiri.	(1) Special Deputy Collector, Tenancy Appeals (I), Ratnagiri. (2) Leave Reserve Deputy Collector Ratnagiri. (3) Prant Officer, Chiplun Prant. (4) Prant Officer, Dapoli Prant.
3. Kolaba	Collector of Kolaba, Alibag.	(1) Prant Officer, Mahad Prant. (2) Leave Reserve Deputy Collector Kolaba at Alibag. (3) Prant Officer, Alibag. (4) Prant Officer, Panvel Prant.
4. Bombay South	Collector of Bombay, and Bombay Suburban District.	(1) Special Land Acquisition Officer No. 2, Bombay. (2) Assistant Commissioner (Revenue), Bombay Division. (3) Special Land Acquisition Officer No. 4, Bombay. (4) Deputy Collector, Bombay & Resident Deputy Collector, Bombay Suburban Distt.
5. Bombay Central South.	Collector of Bombay & Bombay Suburban District.	(1) Deputy Collector, Sales Tax, Bombay. (2) Deputy Collector Bombay & Resident Deputy Collector Bombay Suburban District. (3) Assistant Commissioner (General) Bombay Division. (4) Special Land Acquisition Officer No. 6, Bombay.
6. Bombay Central	Additional Collector, Bombay Suburban District.	(1) Deputy Collector Leave Reserve, Commissioner's Office, Bombay, Division. (2) Special Land Acquisition Officer No. 5, Bombay. (3) Assistant Commissioner (Supply) Bombay Division. (4) Special Land Acquisition Officer No. 7, Bombay. (5) Additional Collector, Income Tax Recoveries, Bombay.
7. Bombay North West.	Additional Collector, Bombay, Suburban District.	(1) Deputy Collector Leave Reserve, Bombay Suburban District. (2) Additional Deputy Collector, Bombay Suburban District. (3) District Deputy Collector, Bombay Suburban District.
8. Bombay North East	Deputy Commissioner, Bombay Division.	(1) Special Land Acquisition Officer No. 8, Bombay. (2) Special Land Acquisition Officer (High Ways), Bombay. (3) Prant Officer, Thana. (4) Special Deputy Collector, for Tenancy Appeals, Thana.

1	2	3
9. Bhiwandi . . .	Collector of Thana.	(1) Prant Officer, Panvel Division at Panvel. (2) Administrator, Ulhasnagar (3) Prant Officer, Thana Prant, Thana. (4) Prant Officer, Bhiwandi Prant, Thana (5) Prant Officer, Haveli Division, Poona.
10. Dahanu . . .	Additional Collector, Thana.	(1) Special Land Acquisition Officer Upper Vaiterna Scheme, Thana. (2) Prant Officer, Dahanu Prant, Dahanu. (3) Special Land Acquisition Officer, Second Milk Colony, Dahanu. (4) Special Land Acquisition Officer, Ulhas Valley Project, Thana. (5) Prant Officer, Nasik.
11. Nasik . . .	Collector of Nasik.	(1) Prant Officer, Nasik. (2) Prant Officer, Niphad. (3) Leave Reserve Deputy Collector, Nasik.
12. Malegaon . . .	Collector of Nasik.	(1) Prant Officer, Malegaon Division, Malegaon. (2) Land Acquisition Officer, Defence Project, Nasik. (3) Special Deputy Collector, Tenancy Appeals, Nasik.
13. Nandurbar . . .	Collector of Dhulia.	(1) Prant Officer, Dhulia. (2) Prant Officer, Nandurbar. (3) Leave Reserve Deputy Collector, Dhulia.
14. Dhulia . . .	Collector of Dhulia.	(1) Leave Reserve Deputy Collector, Dhulia. (2) Prant Officer, Dhulia. (3) Prant Officer, Amalner Division. (4) Leave Reserve Deputy Collector, Jalgaon.
15. Jalgaon . . .	Collector of Jalgaon.	(1) Prant Officer, Chalisgaon Division. (2) Leave Reserve Deputy Collector, Jalgaon. (3) Resident Deputy Collector, Jalgaon. (4) Land Acquisition Officer, Defence Project, Bhusawal.
16. Buldana . . .	Collector of Buldana	(1) Prant Officer, Jalgaon Division. (2) Land Acquisition Officer, Defence Project, Bhusawal. (3) Sub-Divisional Officer Malkapur. (4) Leave Reserve Deputy Collector, Buldana.

1	2	3
17. Khamgaon	Collector of Buldana.	(1) Sub-Divisional Officer, Mohkar. (2) Sub-Divisional Officer, Khamgaon. (3) Sub-Divisional Officer, Jalgaon. (4) Sub-Divisional Officer, Washim.
18. Akola	Collector of Akola.]	(1) Sub-Divisional Officer, Akola. (2) Sub-Divisional Officer, Akot. (3) Leave Reserve Deputy Collector, Akola. (4) Sub-Divisional Officer, Balapur. (5) Sub-Divisional Officer, Mangrulpir. (6) Sub-Divisional Officer, Murtazapur.
19. Amravati	Collector of Amravati.]	(1) Sub-Divisional Officer, Daryapur. (2) Sub-Divisional Officer, Achalpur. (3) Sub-Divisional Officer, Amravati. (4) Nazul Officer, Amravati (5) Sub-Divisional Officer, Chandur. (6) Leave Reserve Deputy Collector, Amravati.
20. Ramtek	Collector of Nagpur.	(1) Sub-Divisional Officer, Achalpur. (2) Sub-Divisional Officer, Morshi. (3) Deputy Collector, Land Reforms, Nagpur. (4) Sub-Divisional Officer, Katol. (5) Sub-Divisional Officer, Saoner. (6) Sub-Divisional Officer, Ramtek.
21. Nagpur	Collector of Nagpur.	(1) Sub-Divisional Officer, Umrer. (2) Special Land Acquisition Officer N. I. T., Nagpur. (3) Rent Controller and Deputy Collector, Nagpur. (4) Nazul Officer, Nagpur. (5) Deputy Collector and City Magistrate, Nagpur. (6) Sub-Divisional Officer, Nagpur.
22. Bhandara	Collector of Bhandara.	(1) Sub-Divisional Officer, Bhandara. (2) Sub-Divisional Officer, Gondia. (3) Special Deputy Collector, Land Reforms, Bhandara.
23. Chimumur	Collector of Bhandara.	(1) Leave Reserve Deputy Collector Bhandara. (2) Sub-Divisional Officer, Sakoli. (3) Special Deputy Collector, Land Reforms, Chanda. (4) Sub-Divisional Officer, Brahmapur. (5) Sub-Divisional Officer, Warora.

1	2	3
24. Chanda	Collector of Chanda.	(1) Sub-Divisional Officer, Gadchiroli. (2) Sub-Divisional Officer, Sironch. at Aheri. (3) Deputy Collector, Rajura. (4) Sub-Divisional Officer, Chanda. (5) Sub-Divisional Officer, Warora.
25. Wardha	Collector of Wardha.	(1) Sub-Divisional Officer, Arvi. (2) Leave Reserve Deputy Collector, Wardha. (3) Sub-Divisional Officer, Wardha. (4) Sub-Divisional Officer, Hinganghat. (5) Sub-Divisional Officer, Wani. (6) Sub-Divisional Officer, Kolapur.
26. Yeotmal	Collector of Yeotmal.	(1) Sub-Divisional Officer, Kolapur. (2) Sub-Divisional Officer, Yeotmal. (3) Sub-Divisional Officer, Darwha. (4) Sub-Divisional Officer, Pusad. (5) Resident Deputy Collector, Yeotmal.
27. Nanded	Collector of Nanded.	(1) Leave Reserve Deputy Collector, Nanded. (2) Deputy Collector Land Reforms, Nanded. (3) Deputy Collector, Nanded. (4) Deputy Collector, Degloor.
28. Latur	Collector of Osmanabad.	(1) Leave Reserve Deputy Collector, Nanded. (2) Leave Reserve Deputy Collector, Parbhani. (3) Deputy Collector, Sailu. (4) Special Land Acquisition Officer, Osmanabad. (5) Deputy Collector, Udgir. (6) Deputy Collector, Latur.
29. Parbhani	Collector of Parbhani.	(1) Deputy Collector Land ceilings Parbhani. (2) Deputy Collector, Hingoli. (3) Leave Reserve Deputy Collector, Parbhani. (4) Deputy Collector, Sailu.
30. Jalna	Collector of Aurangabad.	(1) Deputy Collector, Jalna. (2) Leave Reserve Deputy Collector, Aurangabad. (3) Special Land Acquisition Officer, Jayakwadi Project, Aurangabad. (4) Assistant Collector, Bhir.

1	2	3
31. Aurangabad]	Collector of Aurangabad.	(1) Deputy Collector, Vaijapur. (2) Special Land Acquisition Officer, Aurangabad. (3) Project Officer, Urban Community Development Pilot Project, Aurangabad. (4) Assistant Collector, Aurangabad. (5) Special Land Acquisition Officer, Jayakwadi Project, Aurangabad.
32. Bhir . . .	Collector of Bhir.	(1) Deputy Collector, Ambajegai. (2) Assistant Collector, Bhir. (3) Leave Reserve Deputy Collector, Bhir. (4) Deputy Collector, Land Reforms, Bhir. (5) Deputy Collector, Ambajegai.
33. Osmanabad . .	Collector of Osmanabad.	(1) Deputy Collector, Latur. (2) Assistant Collector, Osmanabad (3) Special Land Acquisition Officer, Osmanabad. (4) Deputy Collector, Udgir. (5) Leave Reserve Deputy Collector, Osmanabad.
34. Sholapur . . .	Collector of Sholapur.	(1) Leave Reserve Deputy Collector, Osmanabad. (2) Special Deputy Collector for Tenancy Appeals, Sholapur. (3) Leave Reserve Deputy Collector, Sholapur. (4) Prant Officer, Sholapur Division, Sholapur.
35. Pandharpur. . .	Collector of Sholapur.	(1) Prant Officer, Pandharpur Division Pandharpur. (2) Special Deputy Collector (Land Ceiling) for S. M. S. F. C. A. P. Ltd., Malshiras. (3) Prant Officer, Sholapur. (4) Prant Officer, Madha Division.
36. Ahmednagar . .	Collector of Ahmednagar.]	(1) Prant Officer, Parner Division, Ahmednagar. (2) Leave Reserve Deputy Collector, Ahmednagar. (3) Prant Officer, Rahuri Division, Ahmednagar.
37. Kopatgaon . . .	Collector of Ahmednagar.	(1) Deputy Collector and Agricultural Land Tribunal, Nagar Taluka. (2) Special Deputy Collector for Tenancy Appeals, Ahmednagar. (3) Special Land Acquisition Officer, Mula Project, Ahmednagar. (4) Prant Officer, Sangamner Division

1	2	3
38. Khed	Collector of Poona.	(1) Special Deputy Collector for Tenancy Appeals, Poona. (2) Prant Officer, Junnar Division, Khed. (3) Assistant Commissioner (Revenue), Poona Division, Poona. (4) Special Land Acquisition Officer, (9), Poona. (5) Deputy Collector and Agricultural Land Tribunal, Baramati. (6) Leave Reserve Deputy Collector Commissioner's Officer, Poona.
39. Poona	Collector of Poona.	(1) Leave Reserve Deputy Collector Poona. (2) Assistant Commissioner (Land Cellings, Poona. (3) Special Land Acquisition Officer (5), Poona. (4) Assistant Commissioner (Supply) Poona Division, Poona. (5) Additional Sub-Divisional Magistrate, Poona. (6) Deputy Collector of Sales Tax Recoveries, Poona Division.
40. Baramati	Additional Collector, Poona	(1) Special Deputy Collector (Land Ceiling) for S. M. S. F. & C. A. P. Ltd., Malshiras. (2) Prant Officer, Madha Division. (3) Deputy Collector of Income Tax Recoveries, Poona. (4) Special Land Acquisition Officer, (Southern Railway), Poona. (5) Deputy Collector for Land Ceiling, Walchandnagar. (6) Prant Officer, Baramati Division, Baramati.
41. Satara}	Collector of Satara.	(1) Prant Officer, Phaltan Division, Phaltan. (2) Leave Reserve Deputy Collector, Satara. (3) Prant Officer, Satara. (4) Prant Officer, Mahableshwar Division, Mahableshwar.
42. Karad	Collector of Satara.	(1) Prant Officer, Mahableshwar Division, Mahableshwar. (2) Prant Officer, Satara Division, Satara. (3) Additional Special Land Acquisition Officer, Koyna Project, Satara. (4) Prant Officer, Walva Division, Sangli.
43. Sangli	Collector of Sangli.	(1) Leave Reserve Deputy Collector, Sangli. (2) Prant Officer, Miraj Division, Miraj. (3) Special Land Acquisition Officer, Broad Guage, Miraj.

1	2	3
44. Hatkanangale.	Collector of Kolhapur.	(1) Special Deputy Collector Land Ceilings Kolhapur. (2) Agricultural Lands Tribunal, Hatkanangale. (3) Prant Officer, Shahu Wadi Division, Kolhapur. (4) Prant Officer, Karvir Division, Kolhapur.
45. Kolhapur	Collector of Kolhapur.	(1) Prant Officer, Sawantwadi Division, Sawantwadi. (2) Leave Reserve Deputy Collector, Kolhapur. (3) Prant Officer, Karvir Division, Kolhapur. (4) Prant Officer, Gadhinglaj Division.

NOTE:—The reference to "Prant Officer" or Deputy Collector" shall in respect of any Prant which is for the time being in charge of an Assistant Collector be taken to be a reference to the Assistant Collector.

[No. 434/MT/66 (2)]
By Order,

PRAKASH NARAIN, Secy.

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 14th December 1966

S.O. 3889.—In pursuance of sub-section (5) of Section 6 of the Haj Committee Act, 1959 (51 of 1959) the elections, at the meeting of the Haj Committee held on the 23rd October, 1966, of Shri M. Faki, Chairman, and Shri Shahid Kakhiri and Shri Khattal Musa Phaniband, as Vice-Chairmen of the Haj Committee for the next terms of Office, are hereby notified.

[No. M.II.1181(41)/66.]

V. A. KIDWAI,
Director(PV).

विदेश मंत्रालय

नई दिल्ली, 14 दिसम्बर 1966

एस० नो० 3890 — हज समिति अधिनियम, 1959 (1959 का 51) की धारा 6 उपधारा (5) की व्यवस्था के अन्तर्गत हज समिति की 23 अक्टूबर 1966 की बैठक में प्रधान के पद पर श्री एम० फकी और उपप्रधान के पदों पर श्री शहीद फकीरी और श्री खट्टल मुसा पानिबन्ध का निर्वाचन इसके द्वारा अधिसूचित किया जाता है।

[सं० एम० 11, 1181 (41)/66]

वी० ए० किदवाई,
निदेशक।

MINISTRY OF HOME AFFAIRS*New Delhi, the 19th December 1966*

S.O. 3891.—In pursuance of clause (1) of article 239 of the Constitution and all other powers enabling him in this behalf and in supersession of the notifications of the Government of India in the Ministry of Home Affairs, No. S.O. 2803 dated the 23rd September, 1963 No. S.O. 2672 dated the 29th July, 1964, and in partial modification of—

- (i) the notification of the Government of India in the late Ministry of States No. 104-J (S.R.O. 460) dated the 24th August, 1950, in so far as it relates to the exercise of powers and discharge of functions under the Code of Criminal Procedure, 1898 (5 of 1898), by the Lieutenant Governor of Himachal Pradesh and the Chief Commissioner of Tripura; and
- (ii) the notification of the Government of India in the Ministry of Home Affairs No. F. 2/1/57-Judl. II, dated the 3rd June, 1957, in so far as it relates to the exercise of powers and discharge of functions under the Code of Criminal Procedure, 1898 (5 of 1898), by the Chief Commissioner of Manipur;

the President hereby directs that the Lieutenant Governors of the Union territories of Delhi and Himachal Pradesh and the Chief Commissioners of the Union territories of Manipur and Tripura shall, subject to the control of the President and until further orders, exercise the powers and discharge the functions of the appropriate Government under section 401 of the Code of Criminal Procedure, 1898 (3 of 1898), within their respective territorial jurisdictions, except in respect of—

- (a) cases involving the sentence of death where such sentence has not been commuted;
- (b) cases where the sentence is for an offence against any law relating to any of the matters enumerated in List I in the Seventh Schedule to the Constitution; and
- (c) cases where the order referred to in sub-section (4A) of section 401 of the said Code is passed under any law relating to any of the matters enumerated in List I in the Seventh Schedule to the Constitution.

[No. F.2/11/66-UTL.]

P. N. VASUDEVAN, Dy. Secy.

MINISTRY OF INFORMATION AND BROADCASTING*New Delhi, the 9th December 1966*

S.O. 3892.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

1. Shri M. K. Thanikachalam.
2. Shri R. Jawahar.
3. Shri K. E. Arunachalam.
4. Shri Soora Nagamiah Chetty.
5. Shri P. Unni Krishnan.

[No. 11/3/65-FC.]

New Delhi, the 12th December 1966

S.O. 3893.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints the following persons after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Bombay with immediate effect.

1. Kumari Vatsala Nadkarni.
2. Smt. Nirmala Srivastava.

[No. 11/4/66-FC.]

New Delhi, the 13th December 1966

S.O. 3894.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 9 read with sub-rule 2 of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Smt. Nalini Debi Routroy after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with immediate effect.

[No. 11/3/66-FC.]

S.O. 3895.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 8 read with sub-rule 2 of rule 9 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby appoints Shri Paritosh Sen after consultation with Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Calcutta with immediate effect.

[No. 11/3/66-FC.]

New Delhi, the 17th December 1966

S.O. 3896.—In exercise of the powers conferred by Section 5(1) of the Cinematograph Act, 1952, and sub-rule (3) of rule 9 read with sub-rule (2) of rule 9 and sub-rule (3) of rule 8 of the Cinematograph (Censorship) Rules, 1958, the Central Government hereby re-appoints Smt. Sarojini Vardappan, after consultation with the Central Board of Film Censors, as a member of the Advisory Panel of the said Board at Madras with immediate effect.

[No. F. 11/3/65-FC.]

ORDERS

New Delhi, the 13th December, 1966.

S.O. 3897.—In pursuance of the directions issued under the provisions of each of the enactments specified in the First Schedule annexed hereto, the Central Government after considering the recommendations of the Films Advisory Board, Bombay hereby approves the films specified in column 2 of the Second Schedule annexed hereto in Gujarati to be of the description specified against each in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a Scientific film or a film intended for educational purposes or a film dealing with news and current events or a documentary film.
1	2	3	4	5	6
1	Mahitichitra No. 73	263 M	Director of Information, Government of Gujarat, Ahmedabad.		Film dealing with news and current events (For release in Gujarat Circuit only).
2	Mahitichitra No. 74	241 M	Do.		Do.

[No. F. 24/1/66-FP App. 1141.]

S.O. 3898.—In pursuance of the Directions issued under the provisions of the enactments specified in the First Schedule annexed hereto the Central Government after considering the recommendations of the Film Advisory Board, Bombay hereby approves the film specified in Column 2 of the Second Schedule annexed hereto in all its language versions to be of the description specified against it in column 6 of the said Second Schedule.

THE FIRST SCHEDULE

- (1) Sub-Section (4) of the Section 12 and Section 16 of the Cinematograph Act, 1952 (Central Act XXXVII of 1952).
- (2) Sub-Section (3) of Section 5 and Section 9 of the Bombay Cinemas (Regulation) Act, 1953, (Bombay Act XI of 1953).
- (3) Sub-Section (4) of Section 5 and Section 9 of the Saurashtra Cinemas (Regulation) Act, 1953 (Saurashtra Act XVII of 1953).

THE SECOND SCHEDULE

Sl. No.	Title of the film	Length 35 mm	Name of the Applicant	Name of the Producer	Whether a scientific film or a film intended for educational purposes or a film dealing with news and current events or documentary film.
1	2	3	4	5	6
1	Maharashtra News No. 174	295 M	Directorate of Publicity, Govt. of Maharashtra, Bombay.		Film dealing with news and current events (For release in Maharashtra Circuit only)

[No. F.24/1/66-FP App.1140.]

D. R. KHANNA Dy. Secy

MINISTRY OF FOOD, AGRICULTURE, COMMUNITY DEVELOPMENT AND COOPERATION

(Department of Co-operation)

New Delhi, the 15th December 1966

S.O. 3899.—In exercise of the power conferred by Section 5B of the Multi-Unit Cooperative Societies Act, 1942 (6 of 1942) and in supersession of the former Ministry of Community Development and Cooperation (Department of Cooperation) notification No. 3-14/64-CT dated the 31st May, 1965, the Central Government hereby directs that the following amendment shall be made in the notification of the Government of India in the former Ministry of Community Development and Co-operation (Department of Cooperation) No. S.O. 1593, dated the 28th June, 1961 published at page 1535 of Part II, Section 3(ii) of the Gazette of India of the 8th July, 1961, namely:—

In the said notification against serial No. 15 for the entry "Shri S. S. Verma" the entry "Shri R. N. Sengupta" shall be substituted.

[No. 7-13/66-Credit.]

V. V. NATHEN, Dy. Secy.

MINISTRY OF TRANSPORT & AVIATION

(Department of Transport and Shipping)

(Transport Wing)

MERCHANT SHIPPING

New Delhi, the 12th December 1966

S.O. 3900.—In exercise of the powers conferred by sub-section (1) of section 218 of the Merchant Shipping Act, 1958 (44 of 1958), read with rules 3 and 4 of the National Welfare Board for Seafarers Rules, 1963, the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Transport and Aviation, Department of Transport, Shipping and Tourism, (Transport Wing) No. S.O. 1883, dated the 16th June, 1966, namely:—

In the said notification, for the existing entries against serial number 40, the following entries shall be substituted, namely:—

"Shri S. K. Bose, Director, Seamen's Employment Office, Calcutta.

Representative of societies interested
in Welfare of seamen."

[No. 14-MT(14)/65.]

B. B. LAL, Under Secy.

(Department of Aviation and Tourism)

New Delhi, the 15th December 1966

S.O. 3901.—On his resignation Shri S. R. Vasavada ceased to be a Member of the Boards of the Indian Airlines Corporation and Air India Corporation with effect from 5th December 1966.

[No. 3-CA(16)/66.]

J. N. GOYAL, Jt. Secy.

MINISTRY OF MINES AND METALS

New Delhi, the 12th December 1966

S.O. 3902.—Whereas by the notification of the Government of India in the late Ministry of Steel, Mines and Heavy Engineering (Department of Mines and Metals) S.O. No. 42 dated the 28th December, 1963, under sub-section (1) of

Section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government gave notice of its intention to prospect for coal in 5035.00 acres (approximately) or 2039.18 hectares (approximately) of lands in the locality specified in the Schedule appended to that notification.

And whereas by the notification of the Government of India in the late Ministry of Steel and Mines (Department of Mines and Metals) S.O. No. 3884 dated the 7th December, 1965 under sub-section (1) of Section 7 of the said Act, the Central Government gave notice specifying a further period of one year commencing from the 28th December, 1965, as the period within which the Central Government may give notice of its intention to acquire the lands or of any rights in or over such lands described in that notification;

And whereas the Central Government is satisfied that coal is obtainable in whole of the said land;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 7 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, the Central Government hereby gives notice of its intention to acquire—

- (a) the lands measuring 773.80 acres (approximately) or 313.39 hectares (approximately) described in Schedule 'A' appended hereto; and
- (b) the rights to mine, quarry, bore, dig and search for, win, work and carry away minerals in the lands measuring 4261.20 acres (approximately) or 1725.77 hectares (approximately) described in the Schedule 'B' appended hereto:

NOTE 1.—The plans of the area covered by this notification may be inspected in the Office of the Deputy Commissioner, Dhanbad (Bihar), or in the Office of the Coal Controller, 1, Council House Street, Calcutta or in the Office of the National Coal Development Corporation Ltd., (Revenue Section), Darbhanga House, Ranchi (Bihar).

NOTE 2.—Attention is hereby invited to the provision in section 8 of the Coal Bearing Areas (Acquisition and Development) Act, 1957, which provides as follows:

- 8(1) "Any person interested in any land in respect of which a notification under section 7 has been issued may, within thirty days of the issue of the notification object to the acquisition of the whole or any part of the land or of any rights in or over such land.

Explanation.—It shall not be an objection within the meaning of this section for any person to say that he himself desires to undertake mining operations in the land for the production of coal and that such operations should not be undertaken by the Central Government or by any other person.

- (2) Every objection under sub-section (1) shall be made to the competent authority in writing, and the competent authority shall give the objector an opportunity of being heard either in person or by a legal practitioner and shall, after hearing all such objections and after making such further inquiry, if any, as he thinks necessary, submit the case for the decision of the Central Government together with the record of the proceedings held by him and a report containing his recommendations on the objections.

- (3) For the purposes of this Section, a person shall be deemed to be interested in land who would be entitled to claim an interest in compensation if the land or any rights in or over such land were acquired under this Act".

It may be noted that the Coal Controller, 1—Council House Street, Calcutta-1, has been appointed by the Central Government as the competent authority under the Act.

SCHEDULE 'A'

'All Rights'

PARBATPUR BLOCK
SUB-BLOCK-I*Jharia Coalfield*Drg. No. Rev/29/66
Dated 6-10-66(showing lands to be
acquired.)

Serial number	Village	Thana	Thana number	District	Area	Remarks
1	Parbatpur	. Chas	204	Dhanbad		Part.
2.	Batbinor	. Chas	205	Dhanbad		Part.

Total area : 95.10 acres (Approximately)
OR 38.52 Hectares (Approximately).

Plot numbers to be acquired in village Parbatpur :

626 to 736, 737(P), 738(P), 739 to 745, 746(P), 747 (P), 748(P), 749(P), 751(P), 762(P), 763(P), 765(P), 766(P), 767(P), 768(P), 769 to 815, 816(P), 817(P), 818 to 828 and 2330.

Plot numbers to be acquired in village Batbinor:

950(P), 952(P), 953(P), 956(P), 961(P), 962 and 963 (P).

BOUNDARY DESCRIPTION OF SUB-BLOCK I.

- 2—4 Line passes through plot numbers 751, 746, 747, 749, 748, 738, 737, 762, 763, 765, 766, 767, 768, 816 and 817 in village Parbatpur, through plot numbers 952, 950, 952, 953, 961, 956 and 963 in village Batbinor and meets at point '4'.
- 4—3 Line passes along the part northern boundary of Road in villages Batbinor and Parbatpur and meets at point '3'.
- 3—2 Line passes along the part southern boundary of Railway in village Parbatpur and meets at starting point '2'.

SCHEDULE

'All Right'

SUB-BLOCK-II

(Showing lands to be
acquired)

Serial number	Village	Thana	Thana number	District	Area	Remarks
1.	Parbatpur	. Chas	204	Dhanbad		Part.
2.	Batbinor	. Chas	205	Dhanbad		Part.

Total area : 325.30 acres (approximately)
OR 131.75 Hectares (Approximately).

Plot numbers to be acquired in village Parbatpur :—

830 to 1241, 1242(P), 1243 to 1249, 1250 (P), 1251(P), 1252, 1253, 1254, 1255(P), 1261(P), 1271(P), 1273, 1275(P), 1276(P), 1277(P), 1278, 1279, 1280(P), 1281(P), 1282 to 1287, 1288(P), 1289, 1290, 1291, 1292(P), 1297(P), 1299(P), 1300(P), 1301(P), 1383(P), 1384(P), 1385(P), 1386, 1387, 1388(P), 1389(P), 1390, 1391, 1392, 2333, 2334, 2335, 2336(P), 2501(P), 2503(P), 2504(P), 2505, 2506, 2507(P), 2508(P), 2510(P), 2511(P), 2512, 2513, 2514(P), 2515(P), 2517(P), 2518(P), 2519, 2520, 2521(P), 2550 and 2551.

Plot numbers to be acquired in village Batbinor:

2980(P), 2982(P), 2983(P), 2984 to 3007, 3008(P), 3009, 3010(P), 3013(P), 3014(P), 3015, 3016 and 3017 (P).

BOUNDARY DESCRIPTION OF SUB-BLOCK II

- 5—40 Line passes through plot numbers 2980, 2982, 2983, and 3010 in village Batbinor and meets at point '40'.
- 40—7 Line passes through plot numbers 3010, 3008, 3010, 3013, 3014, and 3017, in village Batbinor and passes along the part common boundary of villages Parbatpur and Kuraya or Babugram, Parbatpur and Uparbandha and meets at point '7'.
- 7—6 Line passes through plot numbers : 2521, 2518, 2517, 2518, 2515, 2514, 2508, 2511, 2508, 2510, 2508, 2507, 2508, 2501, 2504, 2336, 1250, 2503, 1250, 1251, 1255, 1261, along the part northern boundary of plot numbers 1261, 1249, through plot numbers 1242, 1271, 1275, 1276, 1277, 1280, 1281, 1301, 1300, 1299, 1288, 1297, 1292, 1389, 1388, 1383, 1384 and 1385 in village Parbatpur and meets at point '6'.
- 6—5 Line passes along the southern boundary of Road in villages Parbatpur, Batbinor and meets at starting point '5'.

SCHEDULE

‘All Rights’		SUB-BLOCK III			(Showing lands to be acquired)	
Serial number	Village	Thana	Thana number	District	Area	Remarks
1.	Parbatpur	Chas	204	Dhanbad		Part.
2.	Nayaban or Pabratpur	Chas	209	Dhanbad		Part.
3.	Talgaria	Chas	210	Dhanbad		Part
4.	Fatepur	Chas	212	Dhanbad		Part.
Total area : 353.40 acres (approximately)						
OR 143.13 Hectares (approximately)						

Plot numbers to be acquired in village Parbatpur:

1400(P), 1416(P), 1434(P), 1435(P), 1437(P), 1439(P), 1505(P), 1506(P), 1507(P), 1508, 1509(P), 1510(P), 1527(P), 1531(P), 1532(P), 1533(P), 1537(P), 1541(P), 1542(P), 1543(P), 1544(P), 1545(P), 1546(P), 1550(P), 1551(P), 1552(P), 1553(P), 1557(P), 1558(P), 1560(P), 1561(P), 1567(P), 1568(P), 1569(P), 1584(P), 1585(P), 1592(P), 1593(P), 1602(P), 1603(P), 1605(P), 1607(P), 1611(P), 1612(P), 1614(P), 1670(P), 1671, 1672(P), 1678(P), 1679(P), 1680(P), 1682(P), 1725(P), 1726(P), 1727, 1728, 1729(P), 1730(P), 1731(P), 1732(P), 1744(P), 1745(P), 1746, 1747(P), 1748(P), 1770(P), 1841(P), 1874(P), 2017(P), 2018(P), 2019(P), 2020(P), 2040(P), 2044(P), 2046(P), 2054(P), 2055, 2056(P), 2057(P), 2058(P), 2059(P), 2061(P), 2052(P), 2053 to 2070, 2071(P), 2072(P), 2081(P), 2203(P), 2205(P), 2210(P), 2211(P), 2212(P), 2227(P), 2233(P), 2234, 2235(P), 2236(P), 2256(P), 2257, 2258, 2259(P), 2260(P), 2261(P), 2263(P), 2264(P), 2265(P), 2266(P), 2267(P), 2268, 2269(P), 2270(P), 2301(P), 2302(P), 2315(P), 2316 to 2321, 2323, 2324(P), 2327, 2328(P), 2337, 2338(P), 2339(P), 2340(P), 2341, 2342, 2343, 2344(P), 2363(P), 2364, 2365, 2366(P), 2367, 2368, 2369, 2370, 2371(P), 2372, 2373 (P), 2374, 2375(P), 2376, 2377(P), 2389(P), 2390, 2391(P), 2392, 2393 (P), & 2394 to 2404.

Plot numbers to be acquired in village Nayaban or Pabratnir :

1375(P), 1376, 1377(P), 1378(P), 1449(P), 1450(P), 1454(P), 1455(P), 1456 to 1459, 1460(P), 1462(P), 1463 to 1472, 1473(P), 1474(P), 1515(P), 1516(P), 1519(P), 2590(P), 2591, 2592, 2593(P), 2606(P), and 2607(P).

Plot numbers to be acquired in village Talgaria :

249(P), 250(P), 251(P), 252(P), 253(P), 255(P), 256(P), 257(P), 258, 259(P), 260, 261(P), 262(P), 297(P), 298(P), 306(P), 307 to 311, 312(P), 313 to 343, 344(P), 345 to 405, 406(P), 407(P), 409(P), 418(P), 419(P), 420, 421(P), 422(P), 423 to 456, 457(P), 458(P), 460(P), 461 to 465, 466(P), 467(P), 487(P), 488(P), 489(P), 491(P), 504(P), 505 to 555, 556(P), 557(P), 558, 559(P), 563(P), 564(P), 565(P), 566(P), 567(P), 568(P), 626(P), 629(P), 651(P), 654(P), 655(P), 656(P), 657 to 660, 661(P), 662 to 667, 668(P), 669, 670(P), 671(P), 673 to 717, 718(P), 719(P), 720(P), 721(P), 723(P), 734(P), 736(P), 753(P), 807(P), 809(P), 810(P), 811(P), 812(P), 813(P), 814, 815(P), 816(P), 817(P), 852(P), 853(P), 854, 855, 856(P), 857, 858(P), 867(P), 930(P), 931(P), 1012(P), 1013, 1014(P), 1015(P), 1023(P), 1024, 1025(P), 1026(P), 1108(P), 1113, 1114(P), 1116, 1117, 1118, 1119, 1120, 1121(P), 1126(P), 1243(P), 1244(P), 1280(P), 1290(P), 1291, 1292(P), 1293(P), 1294(P), 1295(P), 1296 to 1305, 1306(P), 1307, 1308(P), 1309, 1310(P), 1312(P), 1313, 1314, 1315(P), 1319(P), 1510(P), 1556(P), 1557(P), 1559(P), 1560(P), 1611(P), 1643(P), 1644(P), 1645(P), 1646 to 1658, 1659(P), 1660(P), 1661(P), 1662, 1663(P), 1664(P), 1665(P), 1670(P), 1671 to 1707, 1708(P), 1709(P), 1710, 1711, 1712(P), 1713(P), 1714, 1715(P), 1716(P), 1717 to 1771, 1772(P), 1773, 1783(P), 1784(P), 1787(P), 1788(P), 1789(P), 1791(P), 1795(P), 1796(P), 1802(P), 1821, 1822, 1823(P), 1827(P), 1829(P), 1830, 1831, 1832, 1833, 1836, 1837, 1838, 1839, 1840(P), 1841(P), 1842(P), 1843(P) and 1844(P).

Plot numbers to be acquired in village Fatepur :

144(P), 145(P), 148(P), 149(P), 153(P), 154(P), 155(P), 156(P), 157, 158, 159, 160, 161(P), 162(P), 164(P), 165(P), 166, 167, 168, 169, 170(P), 171 to 175, 176(P), 177(P), 239(P), 241(P), 242(P), 243(P), 244 to 250, 251(P), 252(P), 253(P), 255(P), 277(P), 278, 279(P), 280, 281(P), 282(P), 284(P), 285(P), 286, 287, 288(P), 289(P), 290(P), 915(P), 958(P), 959(P), 962(P), 963(P), 964(P), 965(P), 966(P), 967(P), 968(P), 969(P), 970, 971, 978(P), 983(P), 985(P), 986(P), 987, 988, 989(P), 990(P), 993(P), 994(P), 998(P), 999(P), 1000(P), 1002(P), 1019(P), 1027(P), 1028, 1029(P), 1030(P), 1031, 1032(P), 1033(P), 1034(P), 1035(P), 1036, 1037(P), 1038, 1039(P), 1040(P), 1065(P), 1066, 1067(P), 1068 to 1074, 1075(P), 1094(P), 1095(P), 1096(P), 1097(P), 1098(P), 1099, 1100(P), 1101(P), 1119(P), 1120(P), 1121(P), 1122(P), 1123(P), 1126(P), 1134(P), 1136(P), 1137(P), 1138(P), 1139(P), 1146(P), 1205(P), 1254(P), 1255(P), 1256(P), 1257(P), 1258(P), 1259, 1260(P), 1262(P), 1263(P), 1264(P), 1266(P), 1267(P), 1283(P), 1301(P), 1302(P), 1303(P), 1304(P), 1305(P), 1308(P), 1309(P), 1312, 1313, 1314(P), 1315 to 1326, 1327(P), 1328(P), 1329(P), 1330(P), 1331 to 1362, 1363(P), 1383(P), 1384(P), 1385(P), 1386 to 1416, 1417(P), 1424(P), 1425(P), 1426(P), 1427(P), 1428(P), 1429(P), 1430(P), 1431(P), 1432(P), 1433(P), 1439(P), 1455(P), 1456(P), 1457(P), 1458(P), 1459(P), 1460(P), 1461(P), 1462(P), 1463(P), 1464(P), 1496(P), 1506(P), 1718(P), 1719, 1720, 1721(P), 1722(P), 1736(P), 1737(P), 1738, 1739(P), 1740, 1741, 1742(P), 1743(P), 1744(P), 1747(P), 1748 to 1799, 1800(P), 1805(P), 1806(P), 1807(P), 1808, 1809, 1810(P), 1811(P), 1812, 1813, 1814(P), 1815(P), 1816(P), & 1821.

Boundary Description of Sub-Block III

31—30 Line passes through plot numbers 239, 242, 241, 177, 176, 170, 154, 155, 149, 156, 148, 145 and 144 in village Fatepur through plot numbers 1108, 1114, 1026, 1025, 1023, 1015, 1014, 1012, 1306, 1012, 1308, 1310, along the part Eastern, Southern and part Western boundary of plot number 1311, through plot numbers 1310, 1716, 858, 867, 856, 930, 931, 853, 422, 421, 419, 418, 409, 406, 407, 344, 249, 250, 251, 252, 253, 255, 256, 257, 259, 262, 261, 297, 298, 306 and 312 in village Talgaria, through plot numbers 1375, 1377, 1378, 1455, 1454, 1460, 1462, 1450, 1449, 1473, 1474, 2607, 1515, 1516, along part western boundary of plot number 2607, through plot number 1519, along western and part Southern boundary of plot number 1518, through plot number 1519 along Eastern boundary of plot number 2588 in village Nayaban or Pabratnir and meets at point '30'.

30—29—28. Lines pass through plot numbers 2606, 2590 and 2593, in village Nayaban and Pabratnir, through plot number 2018 in village Parbatpur, then passes along the part Eastern boundary of Road (plot No. 2018 and 1400) in village Parbatpur, through plot numbers 1614, 1612, 1611, 1607, 1606, 1603, 1602, 1593, 1592, 1585, 1584, 1569, 1568, 1567, 1561, 1560, 1558, 1557, 1552, 1551, 2328, 1505, along eastern boundary of plot number 1504, through plot numbers 1434, 1510, 1434, 1435, 1437, 1439, 1416 and 1400 in village Parbatpur and meet at point '28'.

23—27 Line passes along the part northern boundary of Railway in village Parbatpur and meets at point '27'.

27-26-25-24 Lines pass through plot numbers 1416, 1437, 1435, 1434, 1510, 1507, 1506, 2328, 1531, 1532, 1533, 1527, 2270, 2269, 2263, 2261, 2260, 2259, 2315, 2302 & 2301 in village Parbatpur and meet at point '24'.

24-23 Line passes along the part northern boundary of Railway in village Parbatpur and meets at point '23'.

23-22-21-20-19-18 Lines pass through plot numbers 2363, 2351, 2349, 2375, 2377, 2375, 2371, 2363, 2371, 2366, 2371, 2373, 2344, 2339, 2338, 2340, 2338, 2209, 2210, 2211, 2203, along part southern boundary of plot number 2201, through plot numbers 2203, 2212, 2211, 2257, 2211, 2324, 2235, 2233, 2235, 2236, 2256, 2259, 2260, 2261, 2265, 2264, 2269, 2266, 2267, 1553, 1537, 1545, 1541, 1545, 1542, 1543, 1544, 1546, 1551, 1550, 1551, 1874, 1841, 1682, 1611, 1612, 1614, 1680, 1679, 1678, 1672, 1726, 1725, 1726, 1732, 1731, 1730, 1729, 1744, 1745, 1744 and 1747 in village Parbatpur and meet at point '18'.

18-17-16-15-14-13-12 Lines pass through plot numbers 1747, 1748, 1770, 2017, 2019, 2020, 2040, 2057, 2044, 2046, 2054, 2056, 2058, 2059, 2062, 2061, 2081, 2072, 2071, in village Parbatpur along the part common boundary of villages Parbatpur and Talgaria and through plot numbers 753, 723, 718, 719, 720, 721, 734, 736, 654, 655, 656, 661, 651, 668, 670, 671, 626, 629, 626, 556, 1829, 557, 568, 567, 566, 810, 809, 807, 811, 815, 1823, 817, 816, 488, 487, 852, 853, 1796, 1559, 1802, 1856, in village Talgaria, through plot numbers 1506, 1456, 1455, 1456, 1457, 1459, 1460, 1461, 1466, 1463, 1464, 1429, 1464, 1428, 1427, 1426, 1425, 1424, 1423, 562, 562, 565, 566, 567, 568, 569, 570, 986, 978, 994, 993, 998, 1029, 1030, 1039, 1040, 1027, 1100, 1094, 1095, and 1098 in village Fatehpur and meet at point '12'.

12-11-10 Lines pass through plot numbers 1098, 1097, 1096, 1305, 1304, 1308, 1309-1308, 1327, 1328, 1329, 1330, 1075, 1067, 1065, 1417, 1747, 1744, 1743, 1742, 1739, 1718, 1722, 1721, 1736, 1737, 1800, 1805, 1806, 1807, 1810, 1811, 1815, 1814, 1816, and 1283, in village Fatehpur and meet at point '10'.

10-43 Line passes along the part common boundary of villages Fatehpur and Amlakad and meets at point '43'.

43-42-41-44 Lines pass through plot numbers 1283, 1352, 1384, 1385, 1363, 1301, 1154, 1202, 1303, 1314, 1308, 1309, 1304, 1305, 1122, 1121, 1122, 1123, 1122, 1126, 1134, 1138, 1137, 1136, 1255, 1301, 1258, 1260, 1262, 1263, 1264, 1266, 1267, and 1205 in village Fatehpur and meet at point '44'.

44-37 Line passes along the part right bank of River Damodar in village Fatehpur and meets at point '37'.

37-36-35-34 Lines pass through plot numbers 1205, 1267, 1266, 1257, 1256, 1254, 1138, 1129, 1134, 1146, 1122, 1121, 1120, 1119, 1100, 1101, 1035, 1034, 1033, 1032, 1027, 1002, 1000, 993, 989, 990, 969, 965, 964, 963, 962, 959, 958, 915, 1433, 1427, 1428, 1432, 1429, 1430, 1431, 1435, 1463, 1463, 1458, 1455, in village Fatehpur, through plot numbers 1556, 1547, 1540, 1555, 853, 852, 487, 489, 813, 491, 813, 812, 563, 564, 563, 565, 568, 557, 559, 504, 457, 458, 460, 467, 466, 852, and 1772, in village Talgaria and meet at point '34'.

34-33-32-31 Lines pass through plot numbers 1772, 1783, 1784, 1757, 1788, 1789, 1791, 1611, 1645, 1644, 1643, 1659, 1660, 1661, 1663, 1664, 1369, 1370, 1679, 1708, 1709, 1510, 1319, 1712, 1713, 1716, 1715, 1716, 1312, 1315, 1243, 1244, 1827, 1295, 1294, 1293, 1292, 1290, 1844, 1843, 1842, 1841, 1840, 1290, 1289, 1126 and 1121, in village Talgaria through plot numbers 161, 162, 164, 165, 253, 255, 252, 251, 277 along the common boundary of plot numbers 276 and 278, through plot numbers 282, 288, 289, 290, 285, 284, 282, 281, 279, 243, and 239, in village Fatehpur and meet starting point '31'.

SCHEDULE—B
PARBATPUR BLOCK (Talgaria)

SUB-BLOCK—I V

Mining rights

(showing land where rights to mine, quarry, bore, dig and search for win, work and carry away minerals are to be acquired.)

Jharia Coalfield

Serial No.	Village	Thana	Thana number	District	Area	Remarks
1	Tetengabad	Jharia	90	Dhanbad		Part.
2	Maihiladi or Jogidi	Jharia	91	"		Part.
3	Bardubhi	Jharia	92	"		Part.

Sl. No.	Village	Thana	Thana Number	District Area	Remark
4	Jatudih	Jharla	104	Dhanbad	Part
5	Gansadih	Jharla	105	"	Part
6	Jarma	Jharla	106	"	Part
7	Parbatpur	Chas	204	"	Part
8	Barbinor	Chas	205	"	Part
9	Diborda	Chas	208	"	Part
10	Niyaban or Pabratpur	Chas	209	"	Part
11	Talgaria	Chas	210	"	Part
12	Silphor	Chas	211	"	Full
13	Fatepur	Chas	212	"	Part
14	Kendulia	Chas	215	"	Part
15	Tilatanr.	Chas	216	"	Part
16	Birajdi	Chas	217	"	Full
17	Nawadi	Chas	218	"	Full
18	Karmatanr	Chas	219	"	Full
19	Debagram	Chas	220	"	Full
20	Uparbandha	Chas	221	"	Part
21	Jugidi	Chas	222	"	Part
22	Mahal	Chas	225	"	Part

TOTAL area : 4217.50 acres (Approximately)
OR : 1708.09 Hectares (Approximately).

Plot number to be acquired in village Tetengabad :
253(P).

Plot number to be acquired in village Majhiladi or Jogidi :
608.

Plot number to be acquired in village Bardubhi :
969.

Plot number to be acquired in village gatudih :
652.

Plot number to be acquired in village Gansadih :
167.

Plot number to be acquired in village Jarma :
568.]

Plot numbers to be acquired in village Parbatpur :

1 to 115, 116(P), 122(P), 123, 124, 125, 126, 127(P), 128(P), 129(P), 130(P), 131(P), 132(P), 133(P), 134(P), 135(P), 136(P), 137(P), 138(P), 139(P), 140(P), 141(P), 142(P), 143(P), 144(P), 145(P), 146(P), 147(P), 148(P), 149(P), 150(P), 151(P), 152(P), 153(P), 154(P), 155(P), 156(P), 157(P), 158(P), 159(P), 160(P), 161(P), 162(P), 163(P), 164(P), 165(P), 166(P), 167(P), 168(P), 169(P), 170(P), 171(P), 172(P), 173(P), 174(P), 175(P), 176(P), 177(P), 178(P), 179(P), 180(P), 181(P), 182(P), 183(P), 184(P), 185(P), 186(P), 187(P), 188(P), 189(P), 190(P), 191(P), 192(P), 193(P), 194(P), 195(P), 196(P), 197(P), 198(P), 199(P), 200(P), 201(P), 202(P), 203(P), 204(P), 205(P), 206(P), 207(P), 208(P), 209(P), 210(P), 211(P), 212(P), 213(P), 214(P), 215(P), 216(P), 217(P), 218(P), 219(P), 220(P), 221(P), 222(P), 223(P), 224(P), 225(P), 226(P), 227(P), 228(P), 229(P), 230(P), 231(P), 232(P), 233(P), 234(P), 235(P), 236(P), 237(P), 238(P), 239(P), 240(P), 241(P), 242(P), 243(P), 244(P), 245(P), 246(P), 247(P), 248(P), 249(P), 250(P), 251(P), 252(P), 253(P), 254(P), 255(P), 256(P), 257(P), 258(P), 259(P), 260(P), 261(P), 262(P), 263(P), 264(P), 265(P), 266(P), 267(P), 268(P), 269(P), 270(P), 271(P), 272(P), 273(P), 274(P), 275(P), 276(P), 277(P), 278(P), 279(P), 280(P), 281(P), 282(P), 283(P), 284(P), 285(P), 286(P), 287(P), 288(P), 289(P), 290(P), 291(P), 292(P), 293(P), 294(P), 295(P), 296(P), 297(P), 298(P), 299(P), 300(P), 301(P), 302(P), 303(P), 304(P), 305(P), 306(P), 307(P), 308(P), 309(P), 310(P), 311(P), 312(P), 313(P), 314(P), 315(P), 316(P), 317(P), 318(P), 319(P), 320(P), 321(P), 322(P), 323(P), 324(P), 325(P), 326(P), 327(P), 328(P), 329(P), 330(P), 331(P), 332(P), 333(P), 334(P), 335(P), 336(P), 337(P), 338(P), 339(P), 340(P), 341(P), 342(P), 343(P), 344(P), 345(P), 346(P), 347(P), 348(P), 349(P), 350(P), 351(P), 352(P), 353(P), 354(P), 355(P), 356(P), 357(P), 358(P), 359(P), 360(P), 361(P), 362(P), 363(P), 364(P), 365(P), 366(P), 367(P), 368(P), 369(P), 370(P), 371(P), 372(P), 373(P), 374(P), 375(P), 376(P), 377(P), 378(P), 379(P), 380(P), 381(P), 382(P), 383(P), 384(P), 385(P), 386(P), 387(P), 388(P), 389(P), 390(P), 391(P), 392(P), 393(P), 394(P), 395(P), 396(P), 397(P), 398(P), 399(P), 400(P), 401(P), 402(P), 403(P), 404(P), 405(P), 406(P), 407(P), 408(P), 409(P), 410(P), 411(P), 412(P), 413(P), 414(P), 415(P), 416(P), 417(P), 418(P), 419(P), 420(P), 421(P), 422(P), 423(P), 424(P), 425(P), 426(P), 427(P), 428(P), 429(P), 430(P), 431(P), 432(P), 433(P), 434(P), 435(P), 436(P), 437(P), 438(P), 439(P), 440(P), 441(P), 442(P), 443(P), 444(P), 445(P), 446(P), 447(P), 448(P), 449(P), 450(P), 451(P), 452(P), 453(P), 454(P), 455(P), 456(P), 457(P), 458(P), 459(P), 460(P), 461(P), 462(P), 463(P), 464(P), 465(P), 466(P), 467(P), 468(P), 469(P), 470(P), 471(P), 472(P), 473(P), 474(P), 475(P), 476(P), 477(P), 478(P), 479(P), 480(P), 481(P), 482(P), 483(P), 484(P), 485(P), 486(P), 487(P), 488(P), 489(P), 490(P), 491(P), 492(P), 493(P), 494(P), 495(P), 496(P), 497(P), 498(P), 499(P), 500(P), 501(P), 502(P), 503(P), 504(P), 505(P), 506(P), 507(P), 508(P), 509(P), 510(P), 511(P), 512(P), 513(P), 514(P), 515(P), 516(P), 517(P), 518(P), 519(P), 520(P), 521(P), 522(P), 523(P), 524(P), 525(P), 526(P), 527(P), 528(P), 529(P), 530(P), 531(P), 532(P), 533(P), 534(P), 535(P), 536(P), 537(P), 538(P), 539(P), 540(P), 541(P), 542(P), 543(P), 544(P), 545(P), 546(P), 547(P), 548(P), 549(P), 550(P), 551(P), 552(P), 553(P), 554(P), 555(P), 556(P), 557(P), 558(P), 559(P), 560(P), 561(P), 562(P), 563(P), 564(P), 565(P), 566(P), 567(P), 568(P), 569(P), 570(P), 571(P), 572(P), 573(P), 574(P), 575(P), 576(P), 577(P), 578(P), 579(P), 580(P), 581(P), 582(P), 583(P), 584(P), 585(P), 586(P), 587(P), 588(P), 589(P), 590(P), 591(P), 592(P), 593(P), 594(P), 595(P), 596(P), 597(P), 598(P), 599(P), 600(P), 601(P), 602(P), 603(P), 604(P), 605(P), 606(P), 607(P), 608(P), 609(P), 610(P), 611(P), 612(P), 613(P), 614(P), 615(P), 616(P), 617(P), 618(P), 619(P), 620(P), 621(P), 622(P), 623(P), 624(P), 625(P), 626(P), 627(P), 628(P), 629(P), 630(P), 631(P), 632(P), 633(P), 634(P), 635(P), 636(P), 637(P), 638(P), 639(P), 640(P), 641(P), 642(P), 643(P), 644(P), 645(P), 646(P), 647(P), 648(P), 649(P), 650(P), 651(P), 652(P), 653(P), 654(P), 655(P), 656(P), 657(P), 658(P), 659(P), 660(P), 661(P), 662(P), 663(P), 664(P), 665(P), 666(P), 667(P), 668(P), 669(P), 670(P), 671(P), 672(P), 673(P), 674(P), 675(P), 676(P), 677(P), 678(P), 679(P), 680(P), 681(P), 682(P), 683(P), 684(P), 685(P), 686(P), 687(P), 688(P), 689(P), 690(P), 691(P), 692(P), 693(P), 694(P), 695(P), 696(P), 697(P), 698(P), 699(P), 700(P), 701(P), 702(P), 703(P), 704(P), 705(P), 706(P), 707(P), 708(P), 709(P), 710(P), 711(P), 712(P), 713(P), 714(P), 715(P), 716(P), 717(P), 718(P), 719(P), 720(P), 721(P), 722(P), 723(P), 724(P), 725(P), 726(P), 727(P), 728(P), 729(P), 730(P), 731(P), 732(P), 733(P), 734(P), 735(P), 736(P), 737(P), 738(P), 739(P), 740(P), 741(P), 742(P), 743(P), 744(P), 745(P), 746(P), 747(P), 748(P), 749(P), 750(P), 751(P), 752(P), 753(P), 754(P), 755(P), 756(P), 757(P), 758(P), 759(P), 760(P), 761(P), 762(P), 763(P), 764(P), 765(P), 766(P), 767(P), 768(P), 769(P), 770(P), 771(P), 772(P), 773(P), 774(P), 775(P), 776(P), 777(P), 778(P), 779(P), 780(P), 781(P), 782(P), 783(P), 784(P), 785(P), 786(P), 787(P), 788(P), 789(P), 790(P), 791(P), 792(P), 793(P), 794(P), 795(P), 796(P), 797(P), 798(P), 799(P), 800(P), 801(P), 802(P), 803(P), 804(P), 805(P), 806(P), 807(P), 808(P), 809(P), 810(P), 811(P), 812(P), 813(P), 814(P), 815(P), 816(P), 817(P), 818(P), 819(P), 820(P), 821(P), 822(P), 823(P), 824(P), 825(P), 826(P), 827(P), 828(P), 829(P), 830(P), 831(P), 832(P), 833(P), 834(P), 835(P), 836(P), 837(P), 838(P), 839(P), 840(P), 841(P), 842(P), 843(P), 844(P), 845(P), 846(P), 847(P), 848(P), 849(P), 850(P), 851(P), 852(P), 853(P), 854(P), 855(P), 856(P), 857(P), 858(P), 859(P), 860(P), 861(P), 862(P), 863(P), 864(P), 865(P), 866(P), 867(P), 868(P), 869(P), 870(P), 871(P), 872(P), 873(P), 874(P), 875(P), 876(P), 877(P), 878(P), 879(P), 880(P), 881(P), 882(P), 883(P), 884(P), 885(P), 886(P), 887(P), 888(P), 889(P), 890(P), 891(P), 892(P), 893(P), 894(P), 895(P), 896(P), 897(P), 898(P), 899(P), 900(P), 901(P), 902(P), 903(P), 904(P), 905(P), 906(P), 907(P), 908(P), 909(P), 910(P), 911(P), 912(P), 913(P), 914(P), 915(P), 916(P), 917(P), 918(P), 919(P), 920(P), 921(P), 922(P), 923(P), 924(P), 925(P), 926(P), 927(P), 928(P), 929(P), 930(P), 931(P), 932(P), 933(P), 934(P), 935(P), 936(P), 937(P), 938(P), 939(P), 940(P), 941(P), 942(P), 943(P), 944(P), 945(P), 946(P), 947(P), 948(P), 949(P), 950(P), 951(P), 952(P), 953(P), 954(P), 955(P), 956(P), 957(P), 958(P), 959(P), 960(P), 961(P), 962(P), 963(P), 964(P), 965(P), 966(P), 967(P), 968(P), 969(P), 970(P), 971(P), 972(P), 973(P), 974(P), 975(P), 976(P), 977(P), 978(P), 979(P), 980(P), 981(P), 982(P), 983(P), 984(P), 985(P), 986(P), 987(P), 988(P), 989(P), 990(P), 991(P), 992(P), 993(P), 994(P), 995(P), 996(P), 997(P), 998(P), 999(P), 1000(P).

2329, 2331, 2332, 2336(P), 2338(P), 2339(P), 2340(P), 2344(P), 2345 to 2362, 2363(P), 2366(P), 2371(P), 2373(P), 2375(P), 2377(P), 2378 to 2388, 2389(P), 2391(P), 2393(P), 2405 to 2500, 2501(P), 2502, 2503(P), 2504(P), 2507(P), 2508(P), 2509, 2510(P), 2511(P), 2514(P), 2515(P), 2516, 2517(P), 2518(P), 2521(P) & 2522 to 2249.

Plot number to be acquired in village Batbinor :
2237(P).

Plot numbers to be acquired in village Diborda :

111(P), 112(P), 113, 114(P), 119(P), 120(P), 121(P), 122(P), 124(P), 125(P), 126 to 128, 135(P), 141(P), 154(P), 626(P), 627(P), 630(P), 631(P), 638(P), 639(P), 640(P), 641(P), 643(P), 665(P), 666(P), 667(P), 668(P), 669, 670(P), 671(P), 672(P), 673 to 781, 782(P), 783(P), 784(P), 785(P), 798(P), 799(P), 800(P), 801 to 804, 805(P), 811(P), 812, 813, 814, 815(P), 816 to 826, 827(P), 832(P), 836(P), 837(P), 838(P), 1242(P), 1248(P), 1249(P), 1250(P), 1253(P), 1254(P), 1255 to 1264, 1269, 1270(P) & 1272.

Plot numbers to be acquired in village Mayaban or Pabratamr :

2(P), 3 to 622, 623(P), 624 to 627, 628(P), 629(P), 630(P), 645(P), 674(P), 677, 648, 649, 650(P), 651, 652(P), 655(P), 656 to 665, 666(P), 667(P), 668(P), 669(P), 670(P), 671(P), 672(P), 673 to 677, 678(P), 679(P), 680(P), 681 to 684, 685(P), 686(P), 687(P), 688(P), 689(P), 690(P), 691(P), 692 to 695, 696(P), 697(P), 698(P), 699(P), 700(P), 701 to 704, 705(P), 706(P), 707(P), 708(P), 709(P), 710(P), 711(P), 712(P), 713(P), 714(P), 715(P), 716(P), 717(P), 718(P), 719(P), 720(P), 721(P), 722(P), 723(P), 724 to 733, 734(P), 735, 736(P), 737 to 752, 753(P), 754 to 757, 758(P), 759(P), 760(P), 761(P), 762(P), 763(P), 764(P), 765(P), 766(P), 767(P), 768(P), 769(P), 770(P), 771(P), 772(P), 773(P), 774 to 777, 778(P), 779(P), 780(P), 781(P), 782(P), 783(P), 784(P), 785(P), 786(P), 787(P), 788(P), 789(P), 790(P), 791(P), 792(P), 793(P), 794(P), 795(P), 796(P), 797 to 801, 802(P), 803 to 820, 821(P), 822(P), 823(P), 824, 825, 826, 827(P), 828, 1829(P), 2590(P), 2593(P), 2594 to 2605, 2606(P) and 2607(P).

Plot numbers to be acquired in village Talgaria :

1 to 248, 249(P), 250(P), 251(P), 252(P), 253(P), 254, 255(P), 256(P), 257(P), 259(P), 261(P), 262(P), 263 to 296, 297(P), 298(P), 299 to 305, 306(P), 312(P), 344(P), 406(P), 407(P), 408, 409(P), 410 to 417, 418(P), 419(P), 421(P), 422(P), 457(P), 458(P), 459, 460(P), 461(P), 467(P), 468 to 486, 487(P), 488(P), 489(P), 490, 491(P), 492 to 503, 504(P), 556(P), 557(P), 558(P), 559(P), 560 to 561, 562, 563(P), 564(P), 565(P), 566(P), 567(P), 568(P), 569 to 625, 626(P), 627, 628, 629(P), 630 to 650, 651(P), 652, 653, 654(P), 655(P), 656(P), 661(P), 668(P), 670(P), 671(P), 672, 718(P), 719(P), 720(P), 721(P), 722, 723(P), 724 to 733, 734(P), 735, 736(P), 737 to 752, 753(P), 754 to 757, 758(P), 759(P), 760(P), 761(P), 762(P), 763(P), 764(P), 765(P), 766(P), 767(P), 768(P), 769(P), 770(P), 771(P), 772(P), 773(P), 774 to 777, 778(P), 779(P), 780(P), 781(P), 782(P), 783(P), 784(P), 785(P), 786(P), 787(P), 788(P), 789(P), 790(P), 791(P), 792(P), 793(P), 794(P), 795(P), 796(P), 797 to 801, 802(P), 803 to 820, 821(P), 822(P), 823(P), 824, 825, 826, 827(P), 828, 1829(P), 1834, 1835, 1840(P), 1841(P), 1842(P), 1843(P), 1844(P), 1845 and 1846.

Plot numbers to be acquired in village Silphor :

2 to 267, 270 to 2721, 2723 to 3215, 3217 to 4264, 4266 to 4451, 4453 to 4467.

Plot numbers to be acquired in village Fatepur :

1 to 143, 144(P), 145(P), 146, 147, 148(P), 149(P), 150, 151, 152, 153(P), 154(P), 155(P), 156(P), 161(P), 162(P), 163, 164(P), 165(P), 170(P), 176(P), 177(P), 178 to 238, 239(P), 240, 241(P), 242(P), 243(P), 251(P), 252(P), 253(P), 254, 255(P), 256 to 276, 277(P), 279(P), 281(P), 282(P), 283, 284(P), 285(P), 288(P), 289(P), 290(P), 291 to 914, 915(P), 916 to 957, 958(P), 959(P), 960, 961, 962(P), 963(P), 964(P), 965(P), 966(P), 967(P), 968(P), 969(P), 972 to 977, 978(P), 979 to 982, 983(P), 984, 985(P), 986(P), 989(P), 990(P), 991, 992, 993(P), 994(P), 995, 996, 997, 998(P), 999(P), 1000(P), 1001, 1002(P), 1003 to 1018, 1019(P), 1020 to 1026, 1027(P), 1029(P), 1030(P), 1032(P), 1033(P), 1034(P), 1035(P), 1037(P), 1039(P), 1040(P), 1041 to 1064, 1065(P), 1067(P), 1075(P), 1076 to 1093, 1094(P), 1095(P), 1096(P), 1097(P), 1098(P), 1100(P), 1101(P), 1102 to 1118, 1119(P), 1120(P), 1121(P), 1122(P), 1134(P), 1138(P), 1139(P), 1140 to 1145, 1146(P), 1147 to 1204, 1205(P), 1206 to 1253, 1254(P), 1256(P), 1257(P), 1266(P), 1267(P), 1283(P), 1304(P), 1305(P), 1306, 1307, 1308(P), 1309(P), 1327(P), 1328(P), 1329(P), 1330(P), 1331(P), 1417(P), 1418 to 1423, 1424(P), 1425(P), 1426(P), 1427(P), 1428(P), 1429(P), 1430(P), 1431(P), 1432(P), 1433(P), 1434 to 1438, 1439(P), 1440 to 1454, 1455(P), 1456(P), 1457(P), 1458(P), 1459(P), 1460(P), 1461(P), 1462(P), 1463(P), 1464(P), 1465 to 1495, 1496(P), 1497 to 1505, 1506(P), 1507 to 1717, 1718(P), 1721(P), 1722(P), 1723 to 1735, 1736(P), 1737(P), 1739(P), 1742(P), 1743(P), 1744(P), 1745, 1746, 1747(P), 1800(P), 1801, 1802, 1803, 1804, 1805(P), 1806(P), 1807(P), 1810(P), 1811(P), 1814(P), 1815(P), 1816(P), 1817 to 1820, 1822 and 1823.

Plot numbers to be acquired in village Kendulia:

1(P), 2(P), 3(P), 4 to 8, 9(P), 10, 11, 12(P), 13, 14, 15(P), 22(P), 23, 24(P), 25(P), 27(P), 45(P), 46, 47(P), 48, 49(P), 50(P), 64(P), 67(P), 68(P), 69(P), 70(P), 102(P) and 207(P).

Plot numbers to be acquired in village Tilatanr :

1 to 553, 554(P), 555 to 552, 564 to 539, 590(P), 591 to 627, 628(P), 629(P), 630(P), 631(P) and 634 to 639.

Plot numbers to be acquired in village Birajdi:

1 to 65.

Plot numbers to be acquired in village Nawadi:

1 to 310.

Plot numbers to be acquired in village Karmatanr:

1 to 556.

Plot numbers to be acquired in village Debagram:

1 to 2918.

Plot numbers to be acquired in village Uparbandha:

498, 499(P), 516(P), 668(P), 659, 670, 671, 672(P) and 673(P).

Plot numbers to be acquired in village Jugidi:

1, 2(P), 3(P), 4(P), 32(P), 35 to 33, 10(P), 41(P), 42(P), 514(P), 515(P), 516(P), 540(P), 541, 542(P), 555(P), 557(P), 553(P), 550(P), 581, 532(P), 533(P), 584(P) and 602(P).

Plot numbers to be acquired in village Mahal:

1361(P), 1362(P), 1363, 1364(P), 1365 to 1370, 1371(P), 1374(P), 1375 to 1378, 1379(P), 1393(P), 1397(P), 1398, 1399, 1400, 1401(P), 1402 to 1408, 1409(P), 1410, 1411(P), 1412 to 1438, 1439(P), 1440(P), 1441, 1442(P), 1443(P), 1484(P), 1486(P), 1487 to 1525, 1526(P), 1527, 1528(P), 1529(P), 1532(P), 1626(P), 1627, 1628, 1629, 1630(P), 1632(P), 1633 to 1638, 1639(P), 1640 to 1644, 1645(P), 1646(P), 1647, 1648(P), 1660(P), 1661(P), 1663(P), 1664(P), 1665(P), 1666, 1667, 1668(P), 1669, 1670, 1671, 1672(P), 1941(P), 1942(P), 1948 to 1951, 1952(P), 1953(P), 1954, 1956, 1957(P), 1958 to 1984, 1985(P), 1986 to 1989, 1990(P), 1992(P), 1993(P), 1994(P), 2177(P), 2178, 2179, 6872(P), 6890(P), 6891(P), 6892, 6893, 6894, 6895, 6896(P), 6905(P), 6906(P), 6907, 6908, 6909(P), 6910, 6911(P), 6912, 6913, 6914, 6915(P), 6916(P), 7005, 7006, 7007, 7024, 7050(P), 7051, 7052 & 7076.

BOUNDARY DESCRIPTION :

1—2. Line passes through plot number 253 (Damodar River) in village Tetengabad, through plot numbers 2, 623, 629, 628, 630, 645, 646, 650, 652, 655, 666, 681, 667, 681, 680, 1857, 1856, 1855, 1854, 1853, 1851, 1859, 1860, 1861 in village Nayaban or Pabratpur, through plot numbers 111, 112, 114, 120, 119, 121, 122, 124, 125, 154, 141, 139, 141, 672, 671, 670, 668, 667, 666, 665, 643, 641, 640, 639, 638, 631, 630, 627, 626, 838, 837, 836, 832, 827, 815, 811, 805, 799, 800, 798, 1270, 784, 783, 785, 782, 1248, 1249, 1250, 1253, 1254, 1242, in village Diborda, through plot numbers 596 and 622 in village Parbatpur and meets at point '2'.

2—3. Line passes along the part southern boundary of Railway in village Parbatpur and meets at point '3'.

3—4. Line passes along the part northern boundary of Road in village Parbatpur and Batbinor and meets at point '4'.

4—5. Line passes through plot number 2237 in village Batbinor and meets at point '5'.

5—6. Line passes along the part southern boundary of Road in village Batbinor and along the southern boundary of Road in village Parbatpur and meets at point '6'.

6—7. Line passes through plot numbers 1385, 1384, 1383, 1388, 1389, 1292, 1297, 1288, 1299, 1300, 1301, 1281, 1280, 1277, 1276, 1275, 1271, 1242, and passes along the part northern boundary of plot number 1249 and 1261, through plot numbers 1261, 1255, 1251, 1250, 2503, 1250, 2336, 2504, 2501, 2508, 2507, 2508, 2510, 2508, 2511, 2508, 2514, 2515, 2518, 2517, 2518, and 2521, in village Parbatpur and meets at point '7'.

7-8. Line passes along the part common boundary of villages Parbatpur and Uparbandha, part common boundary of villages Uparbandha and De bagram and through plot numbers 499, 516, 499, 668, 673, 672, in village Uparbandha and through plot numbers 2, 4, 3, along the southern boundary of plot number 35 and through plot numbers 32, 42, 40, 41, 524, 525, 526, 525, 540, 542, 566, 567, 568, 569, 580, 582, 583, 582, 534, 602, in village Jugidi, through plot numbers 6872, 6891, 6890, 6896, 6909, 6911, 6909, 6905, 6906, and 6916 in village Mahal and meets at point '8'.

8-9-10.—Lines pass through plot numbers 6916, 6915, 2177, 1990, 1992, 1993, 1994, 1985, 1952, 1953, 1357, 1342, 1941, 1372, 1653, 1654, 1663, 1651, 1660, 1668, 1645, 1646, 1648, 1639, 1632, 1630, 1526, 1523, 1532, 1529, 1528, 1522, 1486, 1484, 1442, 1443, 1440, 1439, 1397, 1393, 1401, 1393, 1409, 1411, 1309, 1379, 1374, 1371, 1362, 1361, 1364, 7050, in village Mahal through plot numbers 554, 590, 631, 630, 629, 628, in village Tilatanr, through plot number 207, in village Kendulia and passes along the part common boundary of villages Tilatanr and Kendulia and through plot numbers 102, 70, 69, 68, 67, 64, 50, 49, 47, 25, 27, 45, 24, 22, 15, 12, 3, 9, 3, 2, and 1 in village Kendulia passes along the common boundary of villages Tilatanr and Amlabal, part common boundary of villages Amlabad and Fatepur and meet at point '10'.

10-11-12-13-14-15. Lines pass through plot numbers 1283, 1816, 1814, 1815, 1811, 1810, 1807, 1805, 1805, 1800, 1737, 1736, 1721, 1722, 1718, 1739, 1742, 1743, 1744, 1747, 1417, 1065, 1057, 1075, 1330, 1329, 1328, 1327, 1308, 1309, 1304, 1305, 1096, 1097, 1098, 1095, 1094, 1100, 1037, 1040, 1039, 1030, 1029, 998, 993, 994, 978, 986, 985, 983, 969, 968, 967, 966, 965, 963, 962, 1433, 1424, 1425, 1426, 1427, 1428, 1454, 1429, 1464, 1463, 1496, 1461, 1460, 1459, 1457, 1456, 1455, 1456, 1506, in village Fatepur and through plot numbers 1556, 1802, 1559, 1796, 853, 852, 487, 488, 816, 817, 1823, 815, 811, 807, 809, 810, 566, 567, 568, 557, 1829, 556, 626, 629, 626, 671, 670, 668, 651, 651, 656, 655, 654, 735, 734, 721, 720, 719, 718, 723, and 753 in village Talaria and meet at point '15'.

15-16. Line passes along the part common boundary of villages Talaria and Parbatpur and meets at point '16'.

16-17-18-19-20. Line pass through plot numbers 2071, 2072, 2081, 2061, 2062, 2059, 2058, 2055, 2054, 2045, 2044, 2057, 2040, 2020, 2019, 2017, 1770, 1748, 1747, 1744, 1745, 1744, 1729, 1730, 1731, 1732, 1725, 1725, 1726, 1672, 1678, 1679, 1680, 1614, 1612, 1611, 1682, 1841, 1874, 1551, 1550, 1551, 1546, 1544, 1543, 1542, 1545, 1541, 1545, 1537, 1533, 2267, 2266, 2269, 2254, 2255, 2251, 2250, 2259, and 2256 in village Parbatpur and meet at point '20'.

20-21-22-23. Lines pass through plot Nos. 2256, 2236, 2235, 2233, 2235, 2324, 2211, 2221, 2211, 2212, 2203, along part southern boundary of plot number 2201, through plot number 2203, 2211, 2210, 2209, 2338, 2340, 2338, 2339, 2344, 2373, 2371, 2366, 2371, 2363, 2371, 2375, 2377, 2375, 2389, 2391 and 2393 in village Parbatpur and meet at point '23'.

23-24. Lines passes along the part northern boundary of Railway in village Parbatpur and meets at point '24'.

24-25-26-27. Lines pass through plot numbers 2301, 2302, 2315, 2259, 2260, 2261, 2263, 2259, 2270, 1527, 1533, 1532, 1531, 2328, 1505, 1507, 1510, 1434, 1435, 1437 and 1416 in village Parbatpur and meet at point '27'.

27-28. Line passes along the part northern boundary of Railway in village Parbatpur and meets at point '28'.

28-29-30. Lines pass through plot numbers 1400, 1416, 1439, 1437, 1435, 1434, 1510, 1509, along eastern boundary of plot number 1504, through plot numbers 1505, 2328, 1551, 1552, 1553, 1557, 1558, 1568, 1561, 1567, 1568, 1569, 1584, 1585, 1592, 1593, 1602, 1603, 1606, 1607, 1611, 1612, 1614, and then passes along the part eastern side of plot number 2018 (Road) in village Parbatpur and plot number 2593 (Road) in village Nayaban or Pabratpur and through plot number 2018 in village Parbatpur and plot numbers 2593, 2590 and 2606 in village Nayaban or Pabratpur and meet at point '30'.

31-32. Lines pass along the eastern boundary of plot number 2588, through plot number 1519, along part southern and eastern boundary of plot number 1518, through plot number 1519, along part western boundary of plot number 2607, through plot numbers 1516, 1515, 2607, 1474, 1473, 1449, 1450, 1462, 1460, 1454, 1455, 1378, 1375, 1377, 1375, in village Nayaban or Pabratpur and through plot numbers 312, 306, 298, 297, 261, 262, 259, 257, 256, 255, 253, 252, 251, 250, 249, 344, 407, 406, 409, 418, 419, 421, 422, 853, 931, 930, 856, 867, 858, 1716, 1310, passes along the southern and part western and part eastern boundary of plot number 1311, and through plot numbers 1310, 1308, 1012, 1305, 1012, 1014, 1010, 1023, 1025, 1026, 1114 and 1108 in village Talaria, through plot numbers 144, 145, 148, 156, 149, 155, 153, 144, 170, 176, 177, 241, 242, 239, 243, 279, 281, 282, 284, 285, 290, 289 and 288 in village Fatepur and meet at point '32'.

32-33-34-35-36. Lines pass through plot numbers 288, 282, passes along the common boundary of plot number 276, and 278 through plot numbers 277, 251, 252, 255, 253, 165, 164, 162, and 161 in village Fatepur and through plot numbers 1121, 1126, 1289, 1290, 1840, 1841, 1842, 1843, 1844, 1290, 1292, 1293, 1294, 1295, 1827, 1244, 1243, 1315, 1312, 1716, 1715, 1716, 1713, 1712, 1319, 1510, 1709, 1708, 1679, 1670, 1669, 1664, 1663, 1661, 1660, 1659, 1643, 1644, 1645, 1611, 1791, 1789, 1788, 1787, 1784, 1783, 1772, 853, 466, 467, 460, 458, 457, 504, 559, 557, 568, 565, 563, 564, 563, and 812, in village Talgaria and meet at point '36'.

36-37. Line passes through plot numbers 812, 813, 491, 813, 489, 487, 852, 853, 1795, 1560, 1557, and 1556 in village Talgaria, through plot numbers 1455, 1458, 1462, 1463, 1439, 1431, 1430, 1429, 1432, 1428, 1427, 1433, 915, 958, 959, 962, 963, 964, 965, 969, 990, 989, 993, 1000, 1002, 1027, 1032, 1033, 1034, 1019, 1035, 1101, 1100, 1119, 1120, 1121, 1122, 1146, 1134, 1139, 1138, 1254, 1256, 1257, 1276, 1267, and 1205 in village Fatepur and meets at point '37'.

37-38-39. Lines pass along the part common boundary of villages Fatepur and Dungri common boundary of villages Dungri and Silphor, common boundary of Petia and Silphor (i.e. along the part right bank of River Damodar) and then pass along the common boundary of villages Petia and Jarma (Damodar River) and meet at point '39'.

39-1. line passes along the part left bank of River Damodar through villages Jarma, Garas di, Jatudi, Bardubhi, Majhiladih or Jogidi and Tetengabad and meets at point starting point '1'.

SCHEDULE

(Mining Rights)

Parbatpur Block (Talgaria)

SUB-BLOCK V

Serial number	Village	Thana	Thana number	District	Area	Remarks
1.	Fatepur	Chas	212	Dhanbad		Part

Total area: 43.70 acres (approximately)

OR 17.70 Hectares (approximately)

Plot numbers to be acquired in village Fatepur:

1121(P), 1122(P), 1123(P), 1124, 1125, 1126(P), 1127 to 1133, 1134(P), 1135, 1136(P), 1137(P), 1138(P), 1205(P), 1255(P), 1258(P), 1260(P), 1261, 1262(P), 1263(P), 1264(P), 1265, 1266(P), 1267(P), 1268 to 1282, 1283(P), 1284 to 1300, 1301(P), 1302(P), 1303(P), 1304(P), 1305(P), 1308(P), 1309(P), 1310, 1311, 1314(P), 1363(P), 1364 to 1382, 1383(P), 1384(P), and 1385(P).

BOUNDARY DESCRIPTION:

41-42-43. Lines pass through plot numbers 1121, 1128, 1305, 1304, 1309, 1308, 1314, 1307, 1302, 1134, 1301, 1363, 1385, 1384, 1383, and 1283 in village Fatepur and meet at point '43'.

43-44. Line passes along the part common boundary of villages Fatepur and Amlabad, and Fatepur and Dungri and meets at point '44'.

44-41. Line passes through plot numbers 1205, 1267, 1266, 1264, 1263, 1262, 1260, 1258, 1301, 1255, 1136, 1137, 1138, 1134, 1126, 1122, 1123, 1122, and 1121 in village Fatepur and meet at starting point '41'.

No. C2-20(31)/63.]

RAM SAHAY, Under Secy.

MINISTRY OF FINANCE

(Department of Economic Affairs)

New Delhi, the 29th November 1966

S.O. 3903.—In pursuance of clause (c) of sub-section (1) of Section 21 of the State Bank of India Act, 1955 (23 of 1955), the Central Government, in consultation with the Reserve Bank of India, hereby nominates the following persons to be members of the Bombay, Calcutta, Madras, New Delhi, Kanpur and Ahmedabad Local Boards of the State Bank of India respectively with effect from the 1st December, 1966:—

Bombay Local Board

1. Shri Zafar Futehally, Juhu Lane, Andheri, Bombay.
2. Shri K. C. Maltra, Sankey Electrical Stamping Ltd., Wakefield House, Ballard Estate, Bombay.
3. Dr. D. T. Lakdawala, Department of Economics, University of Bombay, Bombay.

Calcutta Local Board

1. Shri D. P. Goenka, 17, Belvedere Road, Alipore, Calcutta.
2. Shri Amitava Pal Chaudhury, "Faraday House", P-17 Mission Row Extension, Calcutta-13.
3. Shri D. P. Chakravarti, 160, Bipin Behari Ganguli Street, Calcutta.

Madras Local Board

1. Shri P. Brahmayya, 9, Dr. C. P. Ramaswamy Iyer Road, Madras.
2. Shri K. S. Karayalar, Thycaud, Trivandrum.
3. Shri N. Ramaratnam, Kaumudi, Warren Road, Madras.

New Delhi Local Board

1. Shri S. K. Das, A59, Kailash Colony, New Delhi-14.
2. Shri Kirpa Narain, 4, Raj Narain Road, Civil Lines, Delhi.
3. Shri J. B. Dadachanji, Dadachanji & Co., 4th Floor (Rear Side), Jeevan Vihar, 3, Parliament Street, New Delhi-1.

Kanpur Local Board

1. Shri K. M. Wilcox, British India Corporation Ltd., Sutherland House, Kanpur.
2. Shri Devendra Swarup, 15/96, Civil Lines, Kanpur.
3. Dr. Rajendra Rohatgi, 16/29, Civil Lines, Kanpur.

Ahmedabad Local Board

1. Shri Rohit C. Mehta, Ram Nivas, Panchvati, Ellisbridge, Ahmedabad.
2. Shri Jadavji K. Modi, Chairman, District Central Co-operative Bank, Bhavnagar.

[No. F. 8/83/66-SB.]

New Delhi, the 14th December 1966

S.O. 3904—Statement of the Affairs of the Reserve Bank of India as on the 9th December 1966

BANKING DEPARTMENT

LIABILITIES	Rs.	ASSETS	Rs.
Capital Paid up . . .	5,00,00,000	Notes	18,87,73,000
		Rupee Coin	4,50,000
Reserve Fund . . .	80,20,00,000	Small Coin	3,39,000
National Agricultural Credit (Long Term Operations) Fund . .	115,00,00,000	Bills Purchased and Discounted :—	
		(a) Internal
		(b) External
National Agricultural Credit (Stabilisation) Fund . . .	16,00,00,000	(c) Government Treasury Bills	327,89,53,000
		Balances Held Abroad*	23,18,18,000
National Industrial Credit (Long term Operations) Fund	20,00,00,000	Investments**	108,26,29,000
		Loans and Advances to —	
		(i) Central Government
		(ii) State Governments @	79,66,88,000

Deposits :		Loans and Advances to :-	
(a) Government—		(i) Scheduled Commercial Banks†	18,06,70,000
		(ii) State Co-operative Banks††	170,39,84,000
		(iii) Others	2,70,51,000
(i) Central Government	103,39,32,000	Loans, Advances and Investments from National Agricultural Credit (Long Term Operations) Fund—	
(ii) State Governments		(a) Loans and Advances to :—	
		(i) State Governments	29,19,25,000
		(ii) State Co-operative Banks	13,46,90,000
		(iii) Central Land Mortgage Banks	
(b) Banks		(b) Investment in Central Land Mortgage Bank Debentures	7,11,01,000
(i) Scheduled Commercial Banks	118,63,94,000	Loans and Advances from National Agricultural Credit (Stabilisation) Fund—	
(ii) Scheduled State Co-operative Banks	4,77,03,000	Loans and Advances to State Co-operative Banks	
(iii) Non-Scheduled State Co-operative Banks	53,70,000		
(iv) Other Banks	6,19,000	Loans, Advances and Investments from National Industrial Credit (Long Term Operations) Fund—	
(c) Others		(a) Loans and Advances to the Development Bank	4,42,46,000
		(b) Investment in bonds/debentures issued by the Development Bank	
Bills Payable	37,31,96,000	Other Assets	
Other Liabilities	65,48,39,000		
Rupees		Rupees	

*Includes Cash and Short-term Securities.

**Excluding investments from the National Agricultural Credit (Long Term Operations) Fund and the National Industrial Credit (Long Term Operations) Fund.

@ Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund, but including temporary overdrafts to State Governments.

†Includes Rs. 2,60,00,000 advanced to Scheduled Commercial Banks against usance bills under section 17(4)(c) of the R. B. I. Act.

††Excluding Loans and Advances from the National Agricultural Credit (Long Term Operations) Fund and the National Agricultural Credit (Stabilisation) Fund.

Q₁ t₁ed the 14th day of December, 1966.

An account pursuant to the Reserve Bank of India Act, 1934, for the week ended the 9th day of December 1966
ISSUE DEPARTMENT

LIABILITIES	Ra.	Ra.	ASSETS	Ra.	Ra.
Notes held in the Banking Department	18,87,73,000		Gold Coin and Bullion :—		
Notes in Circulation	2864,04,19,000		(a) Held in India	115,89,25,000	
Total Notes issued		2882,91,92,000	(b) Held outside India	..	
			Foreign Securities	181,42,01,000	
			TOTAL		297,31,26,000
			Rupee Coin		85,69,07,000
			Government of India Rupee Securities		2499,91,59,000
			Internal Bills of Exchange and other commercial paper		..
TOTAL LIABILITIES		2882,91,92,000	TOTAL ASSETS		2882,91,92,000

Dated the 14th day of December, 1966.

P. C. BHATTACHARYYA,
Governor.
[No. F. 3(3)-BC/66.]

New Delhi, the 15th December 1966

S.O. 3905.—In exercise of the powers conferred by sub-section (7) of section 35 of the State Bank of India Act, 1955 (23 of 1955) and in continuation of this Department's notification No. F.4/92/61-SB dated the 16th December, 1964, the Central Government, in consultation with the Reserve Bank of India, hereby directs that for the purpose of the conduct of the business of the Bank of Baghelkhand acquired by the State Bank of India under section 35 of the said Act, during the period between the 1st January 1967 and the 31st December, 1968 both days inclusive:—

(1) Section 33 of the State Bank of India Act shall apply as if:—

(a) Clause (i) has been substituted by the following clause namely "(i) the advancing and lending of money and the opening of cash credits with or without security"; and

(b) In clause (iv), the words "upon any of the securities specified in sub-clauses (a) to (d) of clause (i)" have been omitted and for the words "for or into any of the other investments above specified" the words "for and into any other investments" have been substituted.

(2) The State Bank shall be exempt from clauses (a) and (c) of sub-section (1) of section 34 and clause (a) and sub-clause (ii) of clause (b) of sub-section (3) of that Section, in so far as they preclude the State Bank from:—

(i) continuing or realising the loans or advances made for a period longer than six months or made against the security of immovable property;

(ii) continuing or realising the loans or advances made against any negotiable instrument which does not carry on it the several responsibilities of at least two persons or firms unconnected with each other in general partnership or does not mature within six months of the date of the loan or advance.

[No. F.4/29/66-SB]

New Delhi, the 17th December 1966

S.O. 3906.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, extends for a period of one year till the 31st December 1967, the exemption granted in S.O. 774 dated the 19th March, 1966, to the National Bank of Pakistan, Calcutta and the Habib Bank Ltd., Bombay, from the provisions of sub-section (2) of section 11 of the said Act.

[No. F. 17(17)-BC/66.]

V. SWAMINATHAN, Under Secy.

(Department of Revenue and Insurance)

New Delhi, the 15th December 1966

S.O. 3907.—In exercise of the powers conferred by sub-section (5) of section 5 of the Emergency Risks (Goods) Insurance Act, 1962 (62 of 1962), the Central Government hereby makes the following scheme further to amend the Emergency Risks (Goods) Insurance Scheme issued with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3945, dated the 26th December, 1962, namely:—

1. (1) This Scheme may be called the Emergency Risks (Goods) Insurance (Fourth Amendment) Scheme, 1966.

(2) It shall come into force on the first day of January, 1967.

2. In the Emergency Risks (Goods) Insurance Scheme, for paragraph 10, the following paragraph shall be substituted, namely:—

"10. Rate of Premium.

(1) Subject to the provisions of sub-paragraph (2) the premium payable under any policy of insurance issued in respect of the quarter ending on the 31st day of March, 1967 shall—

- (a) in the case of a policy in force on the 31st day of December, 1966, be nil;
- (b) in any other case, be at the rate of six paise for every hundred rupees or any part thereof of the sum insured, subject to a maximum of twenty-five rupees.

(2) The Central Government may, in its discretion, at any time during the said quarter, revise the premium payable under the policies referred to in sub-paragraph(1).

(3) Where the amount of any premium payable under sub-paragraph(1) involves a fraction of a rupee, the premium shall be rounded off to the nearest rupee. The premium shall be payable in one lump sum in respect of the entire quarter for which the policy is in force:

Provided that if any goods become insurable or are insured under this Scheme after the commencement of the quarter, the premium shall be payable in one lump sum, which shall be equivalent to the amount payable in respect of goods insurable during the entire quarter reduced by an amount which bears to the first mentioned amount the same proportion as the number of completed months in that quarter before the goods become insurable or are insured bears to three, the actual amount due in accordance with this proviso if it involves a fraction being rounded off to the nearest rupee.

(4) Where the premium has been revised under sub-paragraph (2), the provisions contained in the proviso to sub-paragraph (3) shall apply for the purpose of calculation of the additional amount of premium payable or of the amount of premium refundable, as the case may be, as a result of such revision, as if all the policies came into force on the date of such revision.

[No. F. 10(5)-INS.I/66-ERI(I).]

S.O. 3908.—In exercise of the powers conferred by sub-section (6) of section 3 of the Emergency Risks (Factories) Insurance Act, 1962 (63 of 1962), the Central Government hereby makes the following scheme further to amend the Emergency Risks (Factories) Insurance Scheme issued with the notification of the Government of India in the Ministry of Finance (Department of Economic Affairs) No. S.O. 3946 dated the 26th December, 1962, namely:—

1. (1) This Scheme may be called the Emergency Risks (Factories) Insurance (Fourth Amendment) Scheme, 1966.

(2) It shall come into force on the first day of January, 1967.

2. In the Emergency Risks (Factories) Insurance Scheme, for paragraph 8, the following paragraph shall be substituted, namely:—

“8. Rate of premium.

(1) Subject to the provisions of sub-paragraph (2) the premium payable under any policy of insurance issued in respect of the quarter ending on the 31st day of March, 1967, shall—

- (a) in the case of a policy in force on the 31st day of December, 1966, be nil;
- (b) in any other case, be at the rate of ten paise for every hundred rupees or any part thereof of the sum insured, subject to a maximum of twenty-five rupees.

(2) The Central Government may, in its discretion at any time during the said quarter, revise the premium payable under the policies referred to in sub-paragraph (1).

(3) Where the amount of any premium payable under sub-paragraph (1) involves a fraction of a rupee, the premium shall be rounded off to the nearest rupee. The premium shall be payable in one lump sum in respect of the entire quarter for which the policy is in force:

Provided that if any factory becomes insurable or is insured under this Scheme after the commencement of the quarter, the premium shall be equivalent to the amount payable in respect of factories insurable during the entire quarter reduced by an amount which bears to the first mentioned amount the same proportion as

the number of completed months in that quarter before the factory becomes insurable or is insured bears to three, the actual amount due in accordance with this proviso if it involves a fraction being rounded off to the nearest rupee.

(4) Where the premium has been revised under sub-paragraph (2) the provisions contained in the proviso to sub-paragraph (3) shall apply for the purpose of calculation of the additional amount of premium payable or of the amount of premium refundable, as the case may be, as a result of such revision, as if all the policies came into force on the date of such revision."

[No. F.101(5)-INS.I/66-ERI(II).]

RAJ K. NIGAM, Dy. Secy.

(Department of Revenue & Insurance)

INSURANCE

New Delhi, the 17th December 1966

S.O. 3909.—Whereas the Central Government is satisfied that by Articles 3(2), 15 and 16 of Section II (Law concerning foreign insurers) of Japanese Laws Relating to Insurance Business 1963, insurance companies incorporated in India are required as a condition of carrying on insurance business in Japan to comply with certain special requirements not imposed on insurers of that country under the Insurance Act, 1938 (4 of 1938) (hereinafter referred to as "the Act"):

Now, therefore, in exercise of the powers conferred by section 62 of the Act, the Central Government is pleased to direct that the following requirements, being requirements as similar as may be to the said special requirements, shall be imposed on all insurers constituted, incorporated or domiciled or having their principal place of business in Japan (hereinafter referred to as Japanese insurers) as a condition of their carrying on the business of insurance in India, namely:—

The Act shall apply to Japanese insurers as if after Section 62 of the Act the following new section were added, namely:—

- "62A. Special requirements to be complied with by Japanese insurers.—(1) In the case of Japanese insurers a period of not less than three years from the date of their incorporation shall have elapsed before an application for registration is made and that they shall have shown profits in their latest published accounts.
- (2) Japanese insurers shall hold in India assets in Rupees equivalent to the reserve for unexpired risks in respect of premiums written in India less reinsurances of general insurance contracts in the Rupee currency entered into by them in India.
- (3) Japanese insurers shall not enter into contracts of insurance in any currency other than the Rupee without the previous approval of the Central Government".

[No. F. 107-IE(1)/66.]

A. RAJAGOPALAN,

Officer on Special Duty and
Ex-Officio Jt. Secy.

CENTRAL BOARD OF DIRECT TAXES

INCOME-TAX

New Delhi, the 12th December 1966

S.O. 3910.—In exercise of the powers conferred by sub-section (1) of section 122 of the Income-tax Act, 1961 (43 of 1961) and of all other powers enabling it in that behalf, the Central Board of Direct Taxes hereby makes the following further amendments in the schedule appended to its Notification No. 17-Income-tax dated 14th January, 1966, namely:

Against Nasik Range, Nasik under columns 2, the following shall be added:

16. A-Ward, Malegoan

17. B-Ward, Malegoan

Explanatory Note

The amendment has become necessary on account of abolition of E Ward Nasik and creation of new wards known as A & B-Wards, Malegoan in the Commissioner's charge.

(This note does not form part of the notification but is intended to be merely clarificatory).

[No. 119/F. No. 50/4/66-ITJ.]

P. G. GANDHI, Under Secy.

CENTRAL EXCISE COLLECTORATE, ALLAHABAD

Allahabad, the 18th November 1966

S.O. 3911.—In supersession of Central Excise Allahabad Collectorate Notification No. 1/CE/61 dated 1st March, 1961 and in exercise of the powers conferred on me under proviso to Rules 15 and 16 of Central Excise Rules, 1944, I hereby notify in the enclosed schedule the areas, in which growers and curers of tobacco will be exempted from declaration of their area and yield respectively under the above rules provided that the area cultivated and the quantity of tobacco cured by a grower/curer does not exceed in the maxima specified in cols. 3 and 4 of the schedule in respect of the areas notified in Col. 2 thereof. The above exemptions under Rules 15 and 16 of Central Excise Rules, 1944, will not apply to flue-cured tobacco and tobacco other than flue-cured used in the manufacture of cigarettes, smoking mixtures for pipes and cigarettes and biris.

Schedule showing Revenue jurisdiction of areas in Allahabad Collectorate exempted under Rules 15 & 16 of Central Excise Rules, 1944.

Sl. No.	Name of Districts or portion thereof	Exempted areas in Acres.	Exempted Qty. in Kgs.	Remarks
1	2	3	4	5
1.	(a) Entire Varanasi Distt. except parganas Asnao, Kondh and Chauthar of Gyanpur Tahsil.	3	45	
	(b) Parganas Asnao, Kandh and Chauthar of Gyanpur Tehsil except villages Sherpur, Godhraj and Gopiganj	10	45	
2.	(a) Entire Mirzapur Distt. except portion of parganas Kasiwar and Kantit of Mirzapur Sadar Tehsil lying to the north of river Ganges.	3	45	
	(b) Portions of parganas Kasiwar and Kantit of Mirzapur Sadar Tehsil lying to the north of river Ganges except villages Manwa, Jogpatti, Kachhwa and Khamaria.	10	45	
3.	Entire District of Ghazipur Except the:—			
	(i) Village Anau of Ghazipur Tehsil.	3	45	
	(ii) Villages Dewaitha & Gahmar of Zamania Tehsil.			
	(iii) Villages Jalalabad, Minda, Manihari, Burharpur, Bahariabad and Naikdeh of Saidpur Tehsil.			
	(iv) Villages Rajpur, Parasa, Utraon and Chattarpur of Pargana Mohammadabad.			
4.	Entire Jaunpur Distt. except Jaunpur and Michhlisahar tehsils and parganas Guzara of Karakat Tehsil.	3	45	
5.	Entire Allahabad Distt. except Sirathu and Manjhanpur Tehsils and areas within Corporation limits of Allahabad City.	3	45	
6.	Patti And Pratapgarh tehsils of Pratapgarh Distt. . . .	3	45	

1	2	3	4	5
7.	(a) Azamgarh Sadar Tehsil except areas within the Municipal limits of Azamgarh city and Parganas Atraulia and Korla of Phoolpur tehsil and whole of Lalgaon tehsil excluding pargana Deogaon of Azamgarh District.	3	45	
	(b) Entire Sagri Tehsil excluding villages:—	3	45	
	(i) Bangaon, Jolaipur, Gopalpur, Jamilpur Azamgarh & Jaupur of Sagri Pargana &			
	(ii) V. Maharajganj of Gopalpur Pargana.			
	(c) Entire Garha Pargana of Ballia Distt.	3	45	
	(d) Entire Doaba Pargana of Ballia Distt. except village Bairia	3	45	
	(e) Entire Ballia Pargana of Ballia Distt. except village Chhata.	3	45	
8.	Entire Gorakhpur District.	3	45	
9.	Entire Deoria District.	3	45	
10.	Mau, Karwi, Naraini and Banda Tehsils of Banda District	4	45	
11.	Entire Bareilly District except Bareilly Municipal area.	4	45	
12.	Entire Budaun District except Badaun Municipal limits and Sahaswan town of tehsil Sahaswan.	4	45	
13.	Entire Pilibhit District.	4	45	
14.	(a) Entire Shahjhanpur Teh. except Sahajhanpur city and villages Badshahnagar and Nagar Pal.	4	45	
	(b) Entire Tilhar Tehsil except Tilhar town.	4	45	
	(c) Entire Tehsils Jalalabad and Powayan.	4	45	
15.	Entire Hardoi District Except Pargana Gopamar of Hardoi Teh., Pehani village and Shahabad town of Shahbad Teh.,	4	45	
16.	Entire Tehs. Bilari, Amroha, Hasanpur and village Pakarwa of Moradabad Teh. of Moradabad District.	3	45	
17.	Entire Bijnor District.	3	45	
18.	Entire Rampur District except Saur Teh.	3	45	
19.	Entire Almorha District	10	45	
20.	Entire Nainital District	10	45	
21.	Entire Pauri Garhwal District	10	45	
22.	Entire Tehri Garhwal District.	10	45	
23.	Entire Saur Tehsil excluding V. Tanda, Sar Bhat Baqqal and Mustafabad.	10	45	
24.	Entire Thakurdwara and Mordabad Tehsils except V. Pararwara of Moradabad Teh. of Moradabad District	10	45	
25.	Entire Sultanpur District	3	45	
26.	Entire tehsils Mohanlalgaon and Lucknow except (i) Lucknow Municipal Limits, (ii) Amethi (iii) Salempur & (iv) Nagrani	4	45	
27.	Entire tehsil Safipur of Unnao Distt. except villages Bangarmau, Moradabad, Unwan, Udshala, Bhansar Mausarah, Tejpur, Jegtapur, Hasapur, Raghunapur, Fatehpur, Hamza and Khals.	4	45	
28.	(a) Entire Unnao Tehsil except villages Padari, Khurd, Padooda, Atwa & Raithuna.	4	45	
	(b) Entire Hasanganj Teh. except villages Mohaw, Asirwan Rasollabad, Hasanpur and Moraiyan.	4	45	
29.	Entire Malihabad Tehsil except villages Mohana, Charowan, Chandanpur, Nagar, Malihabad, Kumrawan, Indara, Narosa & Usarana.	4	45	
30.	(a) Entire Gonda Distt. except Nawabganj Tehsil.	4	45	
	(b) Nawabganj Tehsil.	3	45	

1	2	3	4	5
31.	Entire Basti District.	3	5	
32.	(a) Bahraich and Nanpara Tehsils of Bahraich District.	4	45	
33.	(b) Kaserganj Tehsil of Bahraich District.	3	45	
34.	(a) Entire tehsil Kheri of Lakhimpur Distt. except the villages (i) Pangi Kheri Kunwarpur, Motipur, Paharkhan Ka Purwa of Pargana Kheri, (ii) Ashokapur, Bandha Diha, Jokhapurwa, Katkusan and Pandari of Pargana Srinagar and Pallia of Pargana Pallia.	3	45	
35.	(b) Entire Tehsil Mohamdi of Lakhimpur Distt. except the villages (i) Mohamdi of Pargana Mohamdi (ii) Barwar of Pargana Pasgawan; (iii) Kurali of Pargana Haidrabad (iv) Mohammadpur of Pargana Magadpur and (v) Babona of Pargana Kasta.	3	45	
	(c) Entire Tehsil Nighasan of Lakhimpur District except the villages (i) Dhaurara Jokhpurwa, Majharia, Abhaipur, Lunianpurwa of Pargana Dhaurara, (ii) Bhojhia, Idlipur Isanagar, Bershingpur, Gurwa, Kurtay, Rudarpur, Janakpurwa, Hulaspurwa and Ganeshpur of Pargana Isanagar (iii) Singhai, Nighasan Guraria, Jamahaura, Pandia, and Barotha of pargana Bighasa (iv) Paliakalan of pargana Palia.	3	45	
36.	(a) Entire Misrikh Teh. of Sitapur Distt. except the villages (i) Tilliani, Aunt, Vazeernagar, Seothan, Bhikanpur, Imlia, Saidpur and Meerpur of Pargana Misrikh.	3	45	
	(ii) Machhretta of pargana Machhreta.			
	(iii) Gangapur of pargana Gondlmau.			
	(iv) Palia, Palia, Tikra, Chhaba, Begampur and Kusaila of Pargana Maholi.			
	(v) Kundera of Pargana Kurauna.			
	(vi) Bansi, Biswan & Faridpur of Pargana, Chaundhara			
	(vii) Aurangabad of Pargana Aurangabad.			
	Entire tehsil Sitapur of Sitapur.	3	45	
	(b) Distt. except the villages :—			
	(i) Khairabad of Pargana Khairabad.			
	(ii) Sitapur and Bilhera of Pargana Sitapur.			
	(iii) Hargaon, Keotikalan and Turtipur of Pargana Hargaon.			
	(c) Entire Sidhauri Tehsil of Sitapur Distt. except pargana Mohamoodabad and except the villages :—	3	45	
	(i) Dharampur, Bahapur, Dioryan, Runda, Khamaria, Padaria, Ramdiari, Helpara, Gangolia, Itaya, and Karuapur of pargana Sadarpur.			
	(ii) Sahela, Hardiapurwa, Raghevapur, Tewaripur, Naherwal and Budheypurwa of pargana South Kundri.			
36.	(d) Tambaur Pargana lying in the east of Chauka river in Biswan Tehsil except the villages Patrasi, Deoria, Zalampur, Seota, Akbarpur, Dhakia, Roha, Datauni.	4	45	
37.	Entire Distt. Faizabad except Ajodhya, Municipallimits of Tanda; villages Khajayan, Surahurpur, Jalalpur, Shahzadpur (Akbarpur.)	4	45	
38.	Entire Distr. Rai Bareilly except villages Jais, Nasirabad, Saina, Chak, Ahora, Tantapur Bhilampur, Chandai, Mira, Swaya Pauncy, Maukhanduli, Bhai, and Kila Rai Bareilly.	4	45	

1	2	3	4	5
39.	Entire District Barabanki except:—	4	45	
	(a) Villages Paisar, Sidhaur, Amdaha, Partapganj, Mahamudabad, Mitai, Bharigaon, Pindha, Abrahimpur, Masuli and Shahpur.			
	Trilokpur, Kintoor, Tanda, Mohammadpur, Bhagauli, Fatehpur Madanpur, Chandoori, Baddosari, Shahpur, Lalli, Shari and Kathari.			
	Bisain, Bahrauli, Tikaitganj, Kurai, Mahmud-Bichunpur, Jahangirabad, Bandjinagar and Nidura.			
40.	Entire Districts Chamoli and Pithauragarh.	10	45	
41.	Entire Tehsils Fatehpur and Bindki of District Fatehpur	3	45	

[No. 5/CE/1966]

V. PARTHASARATHY,
Collector.

MINISTRY OF COMMERCE

New Delhi, the 17th December 1966

S.O. 3912.—The Central Government, having considered in consultation with the Forward Markets Commission, the application for renewal of recognition made under section 5 of the Forward Contracts (Regulation) Act, 1952 (74 of 1952) by the Pepper and Ginger Merchants' Association Limited, Bombay, and being satisfied that it would be in the interest of the trade and also in the public interest so to do, hereby grants, in exercise of the powers conferred by section 6 of the said Act, recognition to the said Association for a further period of 3 years ending the 18th January, 1970 in respect of forward contracts in pepper within the limits of Greater Bombay as defined in the Bombay General Clauses Act, 1904 (Bombay Act 1 of 1904), as in force in the State of Maharashtra.

The recognition hereby granted is subject to the condition that the said Association shall comply with such directions as may from time to time be given by the Forward Markets Commission.

[No. 34(14)-Com. Genl. (FMC)/66.]

New Delhi, the 19th December 1966

S.O. 3913.—In exercise of the powers conferred by sub-section (b) of section 2 of the Foreign Awards (Recognition and Enforcement) Act, 1961 (45 of 1961), the Central Government hereby declares the Federal Republic of Germany, to be a territory to which the Convention on the Recognition and Enforcement of Foreign Arbitral Awards, set forth in the Schedule to that Act applies.

[No. 11(2)-Com(Genl)/64.]

M. L. GUPTA, Under Secy.

New Delhi, the 19th December 1966

S.O. 3914.—In exercise of the powers conferred by Section 4 of the Coir Industry Act, 1953 (45 of 1953), read with sub-rule (1) of Rule 5 of the Coir Industry Rules, 1954, as amended by the Coir Industry (Amendment) Rules, 1963, and with reference to this Ministry's Notification S.O. 2672 dated the 31st August, 1966, the Central Government hereby appoints the following persons as members of the

Coir Board under the category "(b) Persons engaged in the production of husks, coir and coir yarn and in the manufacture of coir products" for the period ending with the 31st day of August, 1969:—

1. Shri T. V. Thomas, Chairman, Municipal Council, Alleppey.
2. Sri C. G. Sadasivan, President, Coir Factory Workers' Union, Shertallai.
3. Shri M. Kanaran, Coir Workers' Union Kozhikode.

[No. 21(1)/66-TEX.(E)]

CORRIGENDUM

New Delhi, the 13th December 1966

S.O. 3915.—In the Government of India, Ministry of Commerce Notification No. S.O. 2643 dated the 18th August, 1966, published in Part II, Section 3, sub-section (ii) of the Gazette of India dated the 3rd September, 1966, the full stop occurring after the words "or Deputy Textile Commissioner appointed by the Central Government" shall be deleted and the word "and" substituted in its place.

2. This Ministry's corrigendum of even number dated the 7th November, 1966 is hereby cancelled.

[No. 1(4) Tex. (I)/66.]

A. G. V. SUBRAHMANYAM, Under Secy.

ORDERS

New Delhi, the 13th December 1966

S.O. 3916.—In exercise of the powers conferred on me by Notification No. S.O. 1029, dated the 28th March, 1966, I hereby direct that the Producer, specified in column 1 of the Table below of the goods as specified in column 2 thereagainst shall sell 3·11 tonnes of the goods in his possession to the persons specified in the corresponding entry in column 3 of the said table for purposes of manufacture for export, at the price indicated thereagainst in column 4 subject to the conditions enumerated in column 5 of the said table.

TABLE

Name of the firm (Producer)	Specification of goods	Name of the exporter	Price	Conditions
1	2	3	4	5
The Secretary, Joint Plant Committee, 18, Rabindra Sana- ni, Calcutta.	G.I. Sheets 10' × 4'—18 Gauge—3·8 tonnes. G.I. Sheets 8' × 3'—16 Gauge —0·3 tonnes Total:—3·11 tonnes.	M/s. Frick India Ltd., 13/3, Main Mathura Road, Faridabad (Punjab).	At normal con- trolled price at the time of delivery.	Supplies to be made to the exporters on an immediate basis either at Delhi or Faridabad.

[No. 31(11)/66-EP/Bngg.]

S.O. 3917.—In exercise of the powers conferred on me by Notification No. S.O. 1029, dated the 28th March 1966, I hereby direct that the Producer, specified in column 1 of the Table below of the goods as specified in column 2 there against shall sell 39 365 tonnes of the goods in his possession to the persons specified in the corresponding entry in column 3 of the said table for purposes of manufacture for export, at the price indicated thereagainst in column 4 subject to the conditions enumerated in column 5 of the said table.

TABLE

Name of the firm (producer)	Specification of goods	Name of the exporter	Price	Conditions
1	2	3	4	5
M/s. Hindustan Steel Ltd., Rourkela.	C.R.C.A. Sheets.	M/s. Ahmedabad Eagle Engineering Enterprise Pvt. Ltd., 410 Naroda Railway Crossing, Naroda, Ahmedabad.	Normal J.P.C. Price.	On a apriority basis through H.S.L. Sales Branch at Rourkela.

[No. 31/15/66-EP (Engg).]

New Delhi, the 15th December 1966

S.O. 3918.—In exercise of the powers conferred on me by Notification No. S.O. 1029, dated the 28th March, 1966, I hereby direct that the Producer, specified in Column I of the Table below of the goods as specified in Column 2 thereagainst shall sell 227 Kgms. of the goods in his possession to the persons specified in the corresponding entry in column 3 of the said table for purposes of manufacture for export, at the price indicated thereagainst in column 4 subject to the conditions enumerated in column 5 of the said table.

TABLE

Name of the firm (Producer)	Specification of goods	Name of the exporter	Price	Conditions
1	2	3	4	5
M/s. Chase Bright Steel Ltd., Vaswan Mansions, Dinshaw Vacha Road, Bombay.	Bright Steel Rods EN 3 B-2" diam.	Bharat Diamond Industries 16/A-Khetwad, 12th Lane, Bombay-4 BR	Normal Selling Price as on the dates of delivery.	Supplies to be made immediately.

[No. 31(8)/66-EP (Engg.).]

S.O. 3919.—In exercise of the powers conferred on me by Notification No. S.O. 1029, dated the 28th March, 1966, I hereby direct that the Producer, specified in Column I of the Table below of the goods as specified in Column 2 thereagainst shall sell 38.5 tonnes of the goods in his possession to the persons specified in the corresponding entry in column 3 of the said table for purposes of manufacture for export, at the price indicated thereagainst in column 4 subject to the conditions enumerated in column 5 of the said table.

TABLE

Name of the firm (Producer)	Specification of goods	Name of the exporter.	Price	Conditions
1	2	3	4	5
Indian Aluminium Co., Ltd., Calcutta.	Aluminium Wire Rods of electrolytic quality.	Calcutta Wire Works, 6, Tiljala Road, Calcutta-46.	Normal selling price at the time of delivery.	Supplies should be made immediately as the delivery of the export order has to be completed by the end of December 1966.

[No. 31(9)/66-EP(Engg.)]

By Order etc.

A. C. BANERJEE, Director

Essential Commodities (Regulation of Production and Distribution for Purposes of Export) Order, 1966.

MINISTRY OF PETROLEUM & CHEMICALS

New Delhi, the 9th December 1966

S.O. 3920.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3176 dated the 14th October, 1966 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands, shall instead of vesting in the Central Government vest on the date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

State : Gujarat		District : Broach		Taluka : Ankleshwar	
Village	Survey No.	Acre	Guntha	Sq. Yds.	
Piludra	238	0	28	112	
Adadra	70	0	12	34	

[No. 31/38/63-ONG-Vol. 7.]

S.O. 3921.—Whereas by a notification of the Government of India in the Ministry of Petroleum and Chemicals S.O. No. 3175 dated the 14th October, 1966 under sub-section (1) of Section 3 of the Petroleum Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government declared its intention to acquire the right of user in the lands specified in the Schedule appended to that notification for the purpose of laying pipelines;

And whereas the competent authority has, under sub-section (i) of section 6 of the said Act, submitted report to the Government;

And, whereas, the Central Government has, after considering the said report, decided to acquire the right of user in the lands specified in the Schedule appended to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (i) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said lands specified in the Schedule appended to this notification is hereby acquired for laying the pipelines and in exercise of the powers conferred by sub-section (4) of that section, the Central Government directs that the right of user in the said lands shall instead of vesting in the Central Government, vest on the date of the publication of this declaration in the Oil and Natural Gas Commission free from all encumbrances.

SCHEDULE

State : Gujarat

District : Kaira

Taluka : Anand

Village	Survey No.	Acre	Guntha	Sq. Yds.
Anand	1144 P	0	3	104
"	1145	0	6	52
"	1174	0	8	43
"	1253	0	1	0
"	1300/1	0	1	0
"	1298/P	0	3	52
"	1295	0	5	5
"	1177	0	13	68
"	1147	0	4	10
"	849	0	37	0
"	849	0	37	0
"	853	0	4	60
"	734/1	0	5	95
"	814/P	0	5	87
Vasad	15/1	0	22	10
"	932	0	10	112
"	677/P	0	0	95
Vadol	617	0	1	87
"	273/3	0	1	0
"	604/2	0	15	93
Adas	149	0	0	112
"	671	0	9	0
"	671	0	9	110
"	153	0	3	54
Bakrol	2332/2	0	1	100
Jol	9	0	1	100

[No. 31/41/64-Col. I.]

C. P. JACOB, Under Secy.

New Delhi, the 18th December 1966

S.O. 3922.—Whereas Bombay Port Trust should be enabled, for the purpose of preparing "MASTER PLAN" for the development of Port of Bombay, now under preparation by their Consulting Engineers, M/s. Bertlin and Partners, to furnish information to the latter relating to detailed statistics of the POL Traffic handled at the Port of Bombay during 1965-66.

Now, therefore, in pursuance of sub-rule (4) of revised Rule 52 of the Defence of India Rules 1962, read with sub-clause (vi) of clause (b) of that sub-clause, the Central Government hereby authorises Bombay Port Trust to furnish information relating to detailed statistics of the POL Traffic handled at the Port of Bombay during 1965-66, notwithstanding the provisions of Government of India Order No GSR 136 dated the 21st January, 1964:

Provided that the said concern undertake in writing that they shall not publish or reveal or cause or allow to be published or revealed such information or extracts therefrom except with the previous permission in writing of the Central Government.

[No. F. 31(103)/66-Tech.]

S. SUNDARARAJAN, Under Secy.

MINISTRY OF INDUSTRY
(Indian Standards Institutions)

New Delhi, the 9th December 1966

S. O. 3923—In pursuance of sub-regulation (1) of Regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955, as subsequently amended, the Indian Standards Institution hereby notifies that eleven licences, particulars of which are given in the Schedule hereto annexed have been granted authorising the licencees to use the Standard Mark.

THE SCHEDULE

Sl. No.	Licence No. (CM/L—) and Date	Period of Validity From	To	Name and Address of the Licensee	Article/Process Covered by the Licence	Relevant Indian Standard
1	2	3	4	5	6	7
1	CM/L-1353 23-11-1966	1-1-67	31-12-67	M/s. Kores (India) Ltd., Pan-chpakhadi Village, Huta-tma Maruti Road, Thana (West) having their office at Plot No. 10, Off Haines Road, Worli, Bombay-18.	Carbon paper for type-writers, type III.	IS : 1551-1959 Specification for carbon paper for type-writers.
2	CM/L-1354 30-11-1966	1-12-66	30-11-67	M/s. Bengal Sports Goods Industries Co-operative Society Ltd., 45 B. T. Road, Baranagore, Calcutta-50.	Footballis, volleyballs, basket-balls and water polo balls.	IS : 417-1965 Specification for footballs, volleyballs, basket-balls and water polo balls (revised).
3	CM/L-1355 30-11-1966	1-12-66	30-11-67	M/s. Bengal Sports Goods Industries Co-operative Society Ltd., 45 B. T. Road, Baranagore, Calcutta-50.	Shuttle cocks.	IS : 415-1963 Specification for shuttlecocks (revised).
4	CM/L-1356 30-11-1966	1-1-67	31-12-67	M/s. Travancore Chemical Mfg. Co. Ltd., Eloor Udyogmandal, P. O., Via Alwaye, Kerala State having their Regd. office at Kalam-massery, Alwaye, Kerala State.	BHC water dispersible powder concentrates.	IS : 562-1962 Specification for BHC water dispersible powder concentrates.

5	CM/L-1357 30-11-1966	16-12-66	15-12-67	M/s. P. T. C. Sanghvi Co., 110, Shivajinagar, Poona-5.	Rolled brass sheets and strips grade Rs. 63.	IS : 410-1959 Specification for rolled brass plate, sheet, strip and foil (revised).
6	CM/L-1358 30-11-1966	1-12-66	30-11-67	M/s. Shamsheer Sterling Cable Corpn. Ltd., Plot No. 7, S. S. I., Kiroli Ghatkopar, Bombay-77 having their Regd. Office at Vaswani Mansions, Dinsha Vacha Road, Bom- bay-1.	Weather proof polythene in- sulated, taped, braided and compounded cable with alu- minium conductors of the following types :	IS : 3035 (Part II)—1965 Spe- cification for thermoplastic in- sulated weather proof cables, polythene insulated, taped braided and compounded.
					(i) Single core, 250/440 volts grade ; (ii) Twin core, 250/440 volts grade ; and (iii) Single core, 650/1, 100 volts grade.	
7	CM/L-1359 30-11-1966	1-12-66	30-11-67	M/s. Skytone Electricals (In- dia), 43, Industrial Area, Faridabad having their office at 2655 Sadar Thana Road, Delhi-6.	Weatherproof polythene insu- lated, taped, braided and compounded cables with alu- minium conductors of the following types :	IS : 3035 (Part II)—1965 Specification for thermo- plastic insulated weather- proof cables, polythene in- sulated, taped, braided and compounded.
					(i) Single core, 250/440 volts grade ; (ii) Single core, 650/1 100 volts grade ; and (iii) Twin core, 250/440 volts grade.	
8	CM/L-1360 30-11-1966	1-12-66	30-11-67	M/s. Ankar Industries, Jes- sore Road, P. O. Madh- yamgram, District 24 Par- ganas.	BHC dusting powders	IS : 561-1962 Specification for BHC dusting powders.
9	CM/L-1361 30-11-66	1-12-66	30-11-67	M/s. Ankar Industries, Jessore Road, P. O. Madhyamgram, Distt. 24 Parganas.	DDT dusting powders	IS : 564-1961 Specification for: DDT dusting powders.
10	CM/L-1362 30-11-1966	1-12-66	30-11-67	M/s. Ankar Industries, Jessore Road, P. O. Madhyamgram Distt. 24 Parganas.	DDT water dispersible powder concentrates.	IS : 565-1961 Specification for DDT water dispersible powder concentrates.

1	2	3	6	5	4	7
II	CM/L.1363 30-11-1966	1-12-66	30-11-67	The Bangalore White Lead Syndicate Ltd., G. T. Road, Konnagar, Distt. Hooghly (West Bengal) having their office at Gillanders House, Netaji Subhas Road, Cal- cutta-1.	Basic carbonate of lead (white lead) for paints).	IS : 34-1950 Specification for basic carbonate of lead (white lead) for paints.

[No. MD/33:16.]

New Delhi, the 14th December 1966

S.O. 3924.—In pursuance of sub-regulation (1) of regulation 8 of the Indian Standards Institution (Certification Marks) Regulations, 1955 as subsequently amended, the Indian Standards Institution hereby notifies that ninety-one licences, particulars of which are given in the Schedule hereto annexed, have been renewed.

The Schedule

Sl No.	Licence No. and Date	Period of Validity		Name and Address of the Licensee	Article/Process covered by the Licence	Relevant Indian Standard
		From	To			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
1	CM/L-21 3-12-1956	1-12-66	30-11-67	M/s Devidayal Metal Industries, Tulsiram Gupta Mills Estate, Darukhana, Bombay-10.	Wrought aluminium and aluminium alloy sheets, strips and circles.	IS: 21-1959 Specification for wrought aluminium and aluminium alloys for utensils (<i>second revision</i>).
2	CM/L-36 4-11-1957	16-11-66	15-11-67	The National Insulated Cable Co. of India Ltd., Shamnagar (24 Parganas, W. Bengal) having their Regd. Office at Nicco House, Hare Street, Calcutta-1.	Hard-drawn standard aluminium and steel-cored aluminium conductors for overhead power transmission purposes.	IS: 398-1961 Specification for hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (<i>revised</i>).
3	CM/L-37 4-11-1957	16-11-66	15-11-67	The National Insulated Cable Co. of India Ltd., Shamnagar (24 Parganas, W. Bengal) having their Regd. Office at Nicco House, Hare Street, Calcutta-1.	Rubber-insulated cables and flexible cords of all types and sizes specified in IS: 434 (Part I)—1964 and IS: 434 (Part II)—1964.	(i) IS: 434 (Part I)—1964 Specification for rubber insulated cables with copper conductors (<i>revised</i>). (ii) IS: 434 (Part II)—1964 Specification for rubber insulated cables with aluminium conductors (<i>revised</i>).
4	CM/L-38 4-11-1957	16-11-66	15-11-67	The National Insulated Cable Co. of India Ltd, Shamnagar (24 Parganas, W. Bengal) having their Regd. Office at Nicco House, Hare Street, Calcutta-1.	Cotton covered round copper conductors	IS: 450-1964 Specification for cotton-covered round copper conductors (<i>revised</i>).
5	CM/L-39 4-11-1957	16-11-66	15-11-67	M/s. Rashtriya Metal Industries Ltd, Kurla Road, Andheri (East) Bombay-41.	Wrought aluminium and aluminium alloy utensils	IS: 21-1959 Specification for wrought aluminium alloys for utensils (<i>second revision</i>).

(1)	(2)	(3)	(4)	(5)	(6)	(7)
6	CM/L—40 4-11-1957	16-11-66	15-11-67	M/s. Rashtriya Metal Industries Ltd, Kurla Road, Andheri (East), Bombay-41.	Wrought aluminium and aluminium alloy sheets, strips and circles.	IS : 21—1959 Specification for wrought aluminium and aluminium alloys for utensils (second revision).
7	CM/L—66 7-2-1958	1-12-66	30-11-67	M/s. Woodcrafts (Assam) Prop Jayshree Tea & Industries Ltd., P.O. Mariani, Distt. Sibsagar.	Tea-chest plywood panels.	IS: 10—1953 Specification for ply wood tea-chests (revised).
8	CM/L—105 31-10-1958	16-11-66	15-11-67	M/s. Sylvan Plywood Mills, Kottayam (Kerala).	Tea-chest plywood panels.	IS: 10—1953 Specification for plywood tea-chests (revised).
9	CM/L—107 4-11-1958	16-11-66	15-11-67	The Assam Veneer & Saw Mills Limited, 9 Clive Row, Calcutta-1.	Tea-chest plywood panels.	IS: 10-1953 Specification for plywood tea-chests (revised)
10	CM/L—109 4-11-1958	16-11-66	15-11-67	M/s. Savlar Paint & Varnish Works, Vihar Lake Road, Saki Naka, Kurla, Bombay-37.	(1) Oil paste for paints, zinc oxide, (2) Oil paste, for paints, zinc oxide, reduced, (3) Oil paste for paints to Indian Standard, (4) Colours.	(1) IS: 98—1950 Specification for oil paste for paints zinc oxide. (2) IS 99—1950 Specification for oil paste for paints, zinc oxide, reduced. (3) IS:92—1950 and IS:93—1950 Specification for oil & past. (4) for paints to Indian Standard colours.
11	CM/L—123 21-5-1959	1-12-66	30-11-67	M/s. Purihotham Goculdas Plywood Co., Pappinisseri (Kerala State).	Tea-chest Plywood panels.	IS :10—1953 Specification for plywood tea-chests (revised)
12	CM/L—150 15-10-1958	1-11-66	31-10-67	The Packing Materials Corporation, Khed Gally, Off Gokhale Road (South), Bombay-28.	Waterproof packing paper.	IS : 1398—1960 Specification for packing paper, waterproof bitumen laminated.
13	CM/L—243 23-11-1960	1-12-66	30-11-67	M/s. Hindustan Tin Works Pvt. Ltd., G. T. Road, Ghaziabad.	18-litre square tins.	IS : 916—1958 Specification for 18-litre square tins.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
19.	CM/L-423 19-6-1962	1-12-66	30-11-67	The Vikon Electrical Works (Private) Limited, G.T. Road, Goraya (Panjab).	Semi-enclosed electric fuses, 15 amp 250 volts, with H.C. and MEM type fuse bases and carriers.	IS: 2086-1963 Specification for carriers and bases in rewirable type electric fuses up to 650 volts (<i>revised</i>).
20.	CM/L-463 11-10-1962	1-12-66	30-11-67	M/s. Basant Prati & Company, 9, Old Court House Street, Calcutta.	Metal clad switches, 15 amp, 250 volts, with HC type fuse base and carrier.	IS: 1567-1960 Specification for metal clad switches (current rating not exceeding 100 amperes).
21.	CM/L-464 24-10-1962	14-11-66	15-11-67	M/s. Geo Industries and Insecticides (India) Pvt. Ltd., Field No. 82/83(a) Sathankadu, Kaladipet, Madras-19.	BHC water dispersible powder concentrates.	IS: 562-1962 Specification for BHC water dispersible powder concentrates (<i>second revision</i>).
22.	CM/L-467 30-10-1962	14-11-66	15-11-67	M/s. Shalimar Tar Products (1935) Limited, 26, Lake Road, Bhandup, Bombay-78 having their office at 6 Lyons Range, Calcutta.	Bitumen felts for waterproofing and damp-proofing type 3 grade 1.	IS: 1322-1959 Specification for bitumen felts for waterproofing and damp-proofing.
23.	CM/L-492 26-12-1962	1-12-66	30-11-67	M/s. Alma Electrical Corpn. Pvt. Ltd., Garia Mathurapur Road Goral, 24 Parganas having their office at 2 India Exchange Place (2nd Floor), Calcutta-1.	Metal clad switches, 15 amp 250 volts, with MEM type fuse base and carrier.	IS: 1567-1960 Specification for metal clad switches (current rating not exceeding 100 amperes).
24.	CM/L-564 19-7-1963	1-12-66	30-11-67	M/s. Associated Tube Wells (India) Private Ltd., Modinagar having their office at 12, Scindia House, New Delhi.	Flushing cisterns, high level.	IS: 774-1964 Specification for flushing cisterns for water closets and urinals (valveless siphonic type) (<i>second revision</i>).
25.	CM/L-589 14-10-1963	16-11-66	15-11-67	M/s. P.V.C. Wires & Cables Pvt. Ltd., 1, Ishan Ghosh Road, Calcutta-8.	Type Voltage Conductor Grade PVC Insulated Cables. (i) Single 250/660 & Copper or core (un-sheathed) 450/1100 aluminium volts (ii) Flat 250/440 Copper twin with volts. only. or without earth continuity conductor (PVC sheathed).	(i) IS: 694 (Part-I) 1964 Specification for PVC insulated cables (for voltage up to 1100V) with copper conductors (<i>revised</i>). (ii) IS: 694 (Part II)—1964 Specification for PVC insulated cables (for voltage upto 1100V) with aluminium conductors (<i>revised</i>).

26. CM/L-591 21-10-1943	61-11-66	15-11-67	M/s. Shalimar Tar Products (1935) Limited, 26 Lake Road, Bhandup, Bombay-71 having their office at 16 Bank Street, Bombay-1.	Bitumen (plastic) for water-proofing purposes.;	IS: 1580-1960 Specification for bitumen (plastic) for water-proofing purposes.
27. CM/L-592 21-10-1963	16-11-66	15-11-67	M/s. Shalimar Tar Products (1935) Limited, 26 Lake Road, Bhandup, Bombay-71 having their office at 16 Bank Street, Bombay-1.	Preformed fillers for expansion joint in concrete non-extruding and resilient type (bitumen impregnated fibre).	IS: 1838-1961 Specification for preformed fillers for expansion joint in concrete non-extruding and resilient type (bitumen impregnated).
28. CM/L-593 28-10-1963	16-11-66	15-11-67	The Metal Box Co of India Ltd., Jeppo, Mangalore having their office at Barlow House, 59C, Chowringhee Road, Calcutta-20.	18-litre square tins.	IS: 916-1958 Specification for 18-litre square tins.
29. CM/L-595 30-10-1963	1-12-66	30-11-67	M/s. Pesticides India, Udaipur Road, Udaipur.	Eadrin emulsifiable concentrates	IS: 1310-1958 Specification for eadrin emulsifiable concentrates.
30. CM/L-598 7-11-1963	1-12-66	30-11-67	M/s. Skytone Electricals (India), 43-Industrial Area, Faridabad having their Head Office at 2655-Sadar Thana Road, Delhi-6.	(1) Single core (unsheathed) PVC insulated cables, 250/440 volts and 650/-1100 volts grades with copper or aluminium conductors, (2) Single core (sheathed) PVC insulated cables, 250/440 volts grades with copper or aluminium conductors; (3) Single core (sheathed) PVC insulated cables, 650/1100 volts grade with copper conductors, only; and (4) Twin-twisted (unsheathed) flexible cords, 250/440 volts grade with copper conductors only.	(i) IS: 694 (Part-I) 1964 Specification for PVC insulated cables (for voltage up to 1100 V) with copper conductor (<i>revised</i>). (ii) IS: 694 (Part II)—1964 Specification for PVC insulated cables (for voltage up to 1100 V) with aluminium conductors (<i>revised</i>).
31. CM/L-780 10-9-1964	15-11-44	15-11-67	M/s. S. R. Sharma & Sons, 140, Rai Bahadur R.N. Guha Road, Dum Dum, Calcutta-28 having their office at 85 Netaji Subhas Road, Calcutta-1.	Brass ball valves (horizontal phlungert type) 15 mm size.	IS: 1703-1962 Specification for ball valves (horizontal type) including floats for water supply purposes.

(1)	(2)	(3)	(4)	(5)	(6)	(7)
32. CM/L-802 23-10-1964	16-11-66	15-11-67	M/s. K. L. Malhotra Brothers, WX-83, Basti Nau, Jullundur City.	Badminton racket frames, super and special grades of the follow- ing brands: (i) Viking Malbro, fitted with steel shaft (ii) Viking Malbro, fitted with wooden shaft (Champion Model) (iii) The Rock, fitted with steel shaft.	IS: 831-1957 Specification for badminton racket frames.	
33. CM/L-809 26-10-1964	1-11-66	31-10-67	M/s Aeron Steel Rolling Mills, Jullundur City.	Structural steel (standard quality)	IS: 226-1962 Specification for structural steel (standard qua- lity) (third revision).	
34. CM/L-810 26-10-1964	1-11-66	31-10-67	M/s Aeron Steel Rolling Mills, Jullundur City.	Structural steel (ordinary quality)	IS: 1977-1962 Specification for structural steel (ordinary quality).	
35. CM/L-815 30-10-1964	16-11-66	15-11-67	M/s Shanmuga Sago Factory, Shevapet, Salem-2.	Sago (Saboodana)	IS: 899-1956 Specification for sago (saboodana).	
36. CM/L-816 30-10-1964	16-11-66	15-11-67	M/s Poni Sago Factory, Omalur Road, Salem-5.	Sago (saboodana)	IS: 899-1956 Specification for sago (saboodana).	
37. CM/L-823 2-11-1964	16-11-66	15-11-67	M/s Swadeshi Industries Ltd., 33, Netaji Subhash Road, Cal- cutta.	Structural steel (standard quality) for sections up to 25 mm dia or square and other sections of equivalent area.	IS: 226-1962 Specification for structural steel (standard qu- lity) (third revision).	
38. CM/L-824 2-11-1964	16-11-66	15-11-67	M/s Swadeshi Industries Ltd., 33, Netaji Subhash Road, Cal- cutta.	Structural steel (ordinary qua- lity) for sections up to 25 mm dia or square and other sections of equivalent area.	IS: 1977-1962 Specification for structural steel (ordinary quality).	
39. CM/L-827 2-11-1964	16-11-66	15-11-67	M/s Jindal Steel Works, Mala- kotla.	Structural steel (standard qua- lity).	IS: 226-1962 Specification for structural steel (standard qua- lity) (third revision).	

40	CM/L—828 2-II-1964	16-II-66	15-II-67	M/s Jindal Steel Works, Malerkotla.	Structural steel (ordinary quality).	IS:1977—1962 Specification for structural steel (ordinary quality).
41	CM/L—831 2-II-1964	16-II-66	15-II-67	M/s Aggarwal Hardware Works Private Ltd., 167, Chittaranjan Avenue, Calcutta.	Structural steel (standard quality), tested steel rounds up to 1" (25 mm) dia and flats up to 1"x½" to 2"x½" (25 mmx6 mm to 50 mmx12.7 mm) and sections of equivalent area.	IS : 226—1962 Specification for structural steel (standard quality) (<i>third revision</i>).
42	CM/L—832 2-II-1964	16-II-66	15-II-67	M/s Aggarwal Hardware Works Private Ltd., 167, Chittaranjan Avenue, Calcutta.	Structural steel (ordinary quality), tested steel rounds up to 1" (25 mm) dia and flats up to 1"x½" to 2"x½" (25 mmx6 mm to 50 mm to 12.7mm) and sections of equivalent area.	IS:1977—1962 Specification for structural steel (ordinary quality).
43.	CM/L—834 9-II-1974	1-12-66	30-II-67	M/s Special Steels Limited, Dattapara Road, Borivli (East), Bombay-66.	Steel wire for the core of steel-cored aluminium conductors for overhead power transmission purposes.	IS:398—1961 Specification for Hard-drawn stranded aluminium and steel-cored aluminium conductors for overhead power transmission purposes (<i>revised</i>).
44	CM/L—839 23-II-1964	1-12-66	31-5-67	M/s Industrial Research Corporation, 2/70 East Mada Street, Thiruvanniyur, Madras-41.	Dye-based fountain pen ink (blue, green, red, violet).	IS:1221—1957 Specification for dye-based fountain pen ink (blue, green, violet, black and red).
45	CM/L—840 23-II-1964	1-12-66	30-II-67	M/s Shamsher Sterling Cable Corporation Ltd., Kiroli-Ghatkopar, Bombay-77 having their Registered Office at Vaswani Mansions, Dinsha Vacha Rd., Bombay-1.	<p>Type Voltage Conductor Grade for</p> <p>(a) <i>PVC-insulated cables</i></p> <p>(i) Single core 250/440 Copper (unsheathed) & or aluminium 650/1100 minimum volts.</p> <p>(ii) Single core 250/440Aluminium (PVC sheathed) & only. 650/1100V</p> <p>(b) <i>PVC flexible cords</i></p> <p>(iii) Twin twis- 250/440 Copper red (unsheathed) volts only</p> <p>(iv) PVC insulated and sheathed. 250/440] volts</p>	<p>(i) IS:694 (Part I)—1964 Specification for PVC insulated cables (for voltage up to 1100 V) with copper conductors (<i>revised</i>).</p> <p>(ii) IS:694 (Part II)—1964 Specification for PVC insulated cables (for voltages up to 1100 V) with aluminium conductors (<i>revised</i>).</p>

(1)	(2)	(3)	(4)	(5)	(6)	(7)
46	CM/L-846 28-11-1964	1-12-66	30-11-67	M/s Kanknarrah Co. Ltd., 1 Clark Ghat Road, Bhatpara, 24 Parganas having their Office at 4 Clive Row, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
47	CM/L-847 28-11-1964	1-12-66	30-11-67	M/s Kanknarrah Co. Ltd., 1 Clark Ghat Road, Bhatpara, 24 Parganas having their Office at 4 Clive Row, Calcutta-1.	Jute sackings	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
48	CM/L-850 28-11-1964	1-12-66	30-11-67	M/s Howrah Mills Co. Ltd., 493/C/A, G. T. Road, South Howrah having their Office at 4 Clive Row, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
49	CM/L-851 28-11-1964	1-12-66	30-11-67	M/s Howrah Mills Co. Ltd., 493/C/A.G.T. Road, South Howrah having their Office at 4 Clive Row, Calcutta-1.	Jute sackings	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
50	CM/L-858 28-11-1964	1-12-66	30-11-67	M/s Auckland Jute Co. Ltd., Jagatdal, 24 Parganas having their Office at Chartered Bank Building, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
51	CM/L-859 28-11-1964	1-12-66	30-11-67	M/s Auckland Jute Co. Ltd., Jagatdal, 24 Parganas having their Office at Chartered Bank Building, Calcutta-1.	Jute sackings	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.

52	CM/L-865 28-11-1964	1-12-66 30-11-67	The Northbrook Jute Co. Ltd., Jute hessian Champdany, Distt. Hooghly, having their Office at Char- tered Bank Building, Cal- cutta-1.	IS:2818-1964 Specification for Indian hessian.
53	CM/L-866 28-11-1964	1-12-66 30-11-67	The Northbrook Jute Co. Ltd., Jute sackings Champdany, Distt. Hooghly, having their Office at Char- tered Bank Building, Cal- cutta-1.	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
54	CM/L-883 28-11-1964	1-12-66 30-11-67	M/s Hastings Mills Ltd., Rishra, Jute hessian Hooghly, having their Office at 14 Netaji Subhas Road, Cal- cutta-1.	IS:2818-1964 Specification for Indian hessian.
55	CM/L-884 28-11-1964	1-12-66 30-11-67	M/s Hastings Mills Ltd., Rishra, Jute sackings Hooghly, having their Office at 14 Netaji Subhas Road Cal- cutta-1.	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
56	CM/L-885 28-11-1964	1-12-66 30-11-67	M/s Fort William Co. Ltd., Jute hessian 47/48 Raj Narain Roychow- dhury Ghat Road, Shibpore, Howrah having their Office at 14 Netaji Subhas Road, Calcutta-1.	IS:2818-1964 Specification for Indian hessian.
57	CM/L-886 28-11-1964	1-12-66 30-11-67	M/s Fort William Co. Ltd., Jute sackings 47/48 Raj Narain Roychow- dhury Ghat Road, Shibpore, Howrah, having their Office at 14 Netaji Subhas Road, Calcutta-1.	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.

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58	CM/L-889 28-II-1964	1-12-66	30-II-67	M/s Megna Mills Co. Ltd., P.O. Jagatdal, 24 Parganas having their Office at 16 Strand Road, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
59	CM/L-890 28-II-1964	1-12-66	30-II-67	M/s Megna Mills Co. Ltd., P.O. Jagatdal, 24 Parganas having their Office at 16 Strand Road, Calcutta-1.	Jute sackings	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
60	CM/L-891 28-II-1964	1-12-66	30-II-67	M/s Alliance Jute Mills Co. Ltd., P.O. Jagatdal, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
61	CM/L-892 28-II-1964	1-12-66	30-II-67	M/s Alliance Jute Mills Co. Ltd., P. O. Jagatdal, 24 Parganas having their Office at 3 Netaji Subhas Road, Calcutta-1.	Jute sackings	IS:1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS:2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS:2874-1964 Specification for heavy cee jute bags. IS:2875-1964 Specification for jute corn sacks.
62	CM/L-903 28-II-1964	1-12-66	30-II-67	M/s Gagalbhai Jute Mills (P) Ltd., Sijberia, P.O. Ulberia, Howrah having their Office at 18 Netaji Subhas Road, Calcutta-1.	Jute hessian	IS:2818-1964 Specification for Indian hessian.
63	CM/L-904 28-II-1964	1-12-66	30-II-67	M/s Gagalbhai Jute Mills (P) Ltd, Sijberia, P.O. Ulberia, Howrah having their Office at 18 Netaji Subhas Road, Calcutta-1.	Jute sackings	IS : 1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS : 2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS : 2874-1964 Specification for heavy cee jute bags. IS : 2875-1964 Specification for jute corn sacks.

64	CM/L-905 28-11-1964	1-12-66	30-11-67	M/s Caledonian Jute Mills Co. Ltd., 18 Mehta Road, Badakalinagar, Budge Budge, 24 Parganas having their Office at 9 Brabourne Road, Calcutta-1.	Jute hessian	IS : 2818-1964 Specification for Indian hessian.
65	CM/L-906 28-11-1964	1-12-66	30-11-67	M/s Caledonian Jute Mills Co. Ltd. 18 Mehta Road, Badakalinagar, Budge Budge, 24 Parganas having their Office at 9 Brabourne Road, Calcutta-1.	Jute sackings	IS : 1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS : 2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS : 2874-1964 Specification for heavy cee jute bags. IS : 2875-1964 Specification for jute corn bags.
66	CM/L-913 28-11-1964	1-12-66	30-11-67	M/s Bally Jute Co. Ltd., 5 Scott Kerr Road, Bally, Howrah having their Office at 15 India Exchange Place, Calcutta-1.	Jute hessian	IS : 2818-1964 Specification for Indian hessian.
67	CM/L-914 28-11-1964	1-12-66	30-11-67	M/s. Bally Jute Co. Ltd., 5 Scott Kerr Road, Bally, Howrah having their Office at 15 India Exchange Place, Calcutta-1.	Jute sackings	IS : 1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS : 2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS : 2874-1964 Specification for heavy cee jute bags. IS : 2875-1964 Specification for jute corn sacks.
68	CM/L-915 28-11-1964	1-12-66	30-11-67	M/s Birla Jute Mfg. Co. Ltd., Birlapur, 24 Parganas having their Office at 15 India Exchange Place, Calcutta-1.	Jute hessian	IS : 2818-1964 Specification for Indian hessian.
69	CM/L-916 28-11-1964	1-12-66	30-11-67	M/s Birla Jute Mfg. Co. Ltd., Birlapur, 24 Parganas having their Office at 15 India Exchange Place, Calcutta-1.	Jute sackings	IS : 1943-1964 Specification for A-twill jute bags (<i>revised</i>). IS : 2566-1965 Specification for B-twill jute bags (<i>revised</i>). IS : 2874-1964 Specification for heavy cee jute bags. IS : 2875-1964 Specification for jute corn sacks.

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70	CM/L-917 28-II-1964	1-12-66	30-11-67	M/s Soorah Jute Mills Co. Ltd, 102 Narkeldanga Main Road, Calcutta-II having their Office at 15 India Exchange Place, Calcutta-I.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
71	CM/L-918 28-II-1964	1-12-66	30-11-67	M/s Soorah Jute Mills Co. Ltd., 102 Narkeldanga Main Road, Calcutta-II having their Office at 15 India Ex- change Place, Calcutta-I.	Jute sackings	IS : 1943—1964 Specification ⁿ for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks
72	CM/L-919 28-II-1964	1-12-66	30-11-67	The Naihati Jute Mills Co. Ltd., P.O. Hazinagar, 24 Parganas having their Office at 33 Netaji Subhas Road, Calcutta-I.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
73	CM/L-920 28-II-1964	1-12-66	30-11-67	The Naihati Jute Mills Co. Ltd., P.O. Hazinagar, 24 Parganas having their Office at 33 Netaji Subhas Road, Calcutta-I.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1965 Specification for jute corn sacks
74	CM/L-927	1-12-66	30-11-67	M/s Champdany Jute Co. Ltd., (Wellington Jute), G.T. Road, Rishra, Hooghly having their Office at 2 Netaji Subhas Road, Calcutta-I.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
75	CM/L-928 28-II-1964	1-12-66	30-11-67	M/s Champdany Jute Co. Ltd., (Wellington Jute), G.T. Road, Rishra, Hooghly having their Office at 2 Netaji Subhas Road, Calcutta-I.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks

76	CM/L-945 28-11-1964	1-12-66	30-11-67	M/s Ganges Mfg. Co. Ltd., Bans- beria, Hooghly having their Office at 11 Rabindra Sarani, Calcutta-1.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
77	CM/L-946 28-11-1964	1-12-66	30-11-67	M/s Ganges Mfg. Co. Ltd., Bans- beria, Hooghly having their Office at 11 Rabindra Sarani, Calcutta-1.	Jute sackings	IS : 1943—1964 Specification for A twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks
78	CM/L-957 28-11-1964	1-12-66	30-11-67	M/s Prabartak Jute Mills Ltd., Kamarhatti, B. T. Road, 24 Parganas having their Office at 5 Synagogue Street, Calcutta-1.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
79	CM/L-958 28-11-1964	1-12-66	30-11-67	M/s Prabartak Jute Mills Ltd., Kamarhatti, B. T. Road, 24 Parganas having their Office at 5 Synagogue Street, Calcutta-1.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks
80	CM/L-959 28-11-1964	1-12-66	30-11-67	M/s Reliance Jute Mills Co. Ltd., Rly. Station Kankinarras, P. O. Bhatpara, 24 Parganas having their Office at 9 Brabourne Road, Calcutta-1.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
81	CM/L-960 28-11-1964	1-12-66	30-11-67	M/s Reliance Jute Mills Co. Ltd., Rly. Station Kankinarras, P. O. Bhatpara, 24 Parganas having their Office at Brabourne Road, Calcutta-1.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks

(1)	(2)	(3)	(4)	(5)	(6)	(7)
82	CM/L-961 28-11-1964	1-12-66	30-11-67	M/s Kanoria Co. Ltd., Chengail Rly. Station P.O. Chakasi, Howrah having their Office at 18 Mullik Street, Calcutta-7	Jute hessian	IS 2818—1964 Specification for Indian hessian
83	CM/L-962 28-11-1964	1-12-66	30-11-67	M/s Kanoria Co. Ltd., Chengail Rly. Station, P. O. Chakasi, Howrah having their Office at 18 Mullik Street, Calcutta-7.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874—1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks
84	CM/L-969 28-11-1964	1-12-66	30-11-67	M/s Bhutoria Bros (P) Ltd., 130 Dharamtolla Road, Salkia, Howrah having their Office at 56 Netaji Subhas Road, Calcutta-1.	Jute hessian	IS : 2818—1964 Specification for Indian hessian
85	CM/L-970 28-11-1964	1-12-66	30-11-67	M/s Bhutoria Bros (P) Ltd., 130 Dharamtolla Road, Salkia, Howrah having their Office at 56 Netaji Subhas Road, Calcutta-1.	Jute sackings	IS : 1943—1964 Specification for A-twill jute bags (<i>revised</i>) IS : 2566—1965 Specification for B-twill jute bags (<i>revised</i>) IS : 2874-1964 Specification for heavy cee jute bags IS : 2875—1964 Specification for jute corn sacks
86	CM/L-1126 12-8-1965	16-11-66	15-11-67	The Fort William Co. Ltd., (Steel Wire & Rope Division) 6/A, G. T. Road, Konnagar, Dt. Hooghly, West Bengal having their Regd Office at 14, Netaji Subhas Road, Calcutta-1.	(i) Steel wire ropes for general engineering purposes (ii) Round strand galvanized steel wire ropes for shipping purposes	IS : 2256—1963 Specification for steel wire ropes for general engineering purposes IS : 2581—1963 Specification for round strand galvanized steel wire ropes for shipping purposes
87	CM/L-1157 28-10-1965	1-11-66	31-10-67	M/s Hindustan Lever Ltd., Grand Trunk Road, Ghaziabad (W.P.) having their Office at Express Building, Bahadur Shah Zafar Marg, New Delhi.	Poultry feeds (chick mash, grower mash and layer mash)	IS : 1374 —1964 Specification for poultry feeds (<i>revised</i>)

88	CM/L-1160 29-10-1945	16-11-66	15-11-67	M/s Bharat Pulverising Mills Private Ltd., Hexamar House, Sayani Road, Bombay-28.	Malathion dusting powders,	IS : 2568—1963 Specification for malathion dusting powders
89	CM/L-1161 2-11-1965	16-11-66	15-11-67	M/s Madhya Pradesh Iron & Steel Works Private Ltd., Nandini Road, Bhilai-1(M.P.)	Structural steel (standard quality)	IS : 226—1962 Specification for structural steel (standard quality) (third revision)
90	CM/L-1163 4-11-1965	16-11-66	15-11-67	The Leeds Meter Mfg. Company	Water meters (domestic type) 15 mm size	IS : 779 —1965 Specification for water meters (domestic type) (second revision)
				Mathuradas Mills Compound, Ltd., Delisle Road, Lower Parol, Bombay-13 having their office at Gateway Building, Apollo Bunder, Bombay-1.		
91	CM/L-1167 23-11-1965	1-12-66	30-11-67	The Indian Iron & Steel Co. Ltd., Burnpur Works, P.O. Burnpur, Distt. Burdwan, West Bengal, having their Office at 12 Mission Row, Calcutta-1.	Mild steel and medium steel tensile steel bars and hard-drawn steel wire for concrete reinforcement	IS : 432—1960 Specification for mild steel and medium tensile steel bars and hard-drawn steel wire for concrete reinforcement (revised)

S. K. SEN,
Deputy Director General.

MINISTRY OF WORKS, HOUSING AND URBAN DEVELOPMENT*New Delhi, the 15th December 1966*

S.O. 3925.—In pursuance of the provisions of Rule 45 of the Fundamental Rules, the President hereby makes the following rules further to amend the Allotment of Government Residences (General Pool in Delhi) Rules, 1963, contained in Part VIII-Division XXVI-B of the Supplementary Rules issued with the Government of India Finance Department letter No. 104-CSR, dated the 4th February, 1922, namely:—

1. These rules may be called the Allotment of Government Residences (General Pool in Delhi) Fifth Amendment Rules, 1966.

2. In the Allotment of Government Residences (General Pool in Delhi) Rules, 1963 (contained in part VIII-Division XXVI-B of the Supplementary Rules).

In item (1) of the table under S.R. 317-B-11(2), the words 'Resignation, dismissal, removal or termination of service' shall be substituted by the words "Resignation, dismissal or removal from service, termination of service or unauthorised absence without permission."

[No. F.3/5/66-Acc.I.]

K. C. JOSHI, Dy. Secy.

MINISTRY OF LABOUR, EMPLOYMENT AND REHABILITATION**(Department of Labour and Employment)***New Delhi, the 13th December 1966*

S.O. 3926.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Industry/West Ena Colliery of East Industry Colliery Company (Private) Ltd., P.O. Dhansar (Dhanbad) and their workmen, which was received by the Central Government on the 8th December, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT DHANBAD

In the matter of an industrial dispute under Section 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 36 OF 1964

Employers in relation to the Industry/West Ena Colliery of East Industry Colliery Company (P) Ltd.

Vs.

Their Workmen

PRESENT:

Shri Raj Kishore Prasad.—*Presiding Officer.*

For the Employers.—Shri K. V. Ayyar, Group Welfare Officer of the Company.

For the Workmen.—Shri Shankar Bose, along with the concerned workman in person.

STATE: Bihar.**INDUSTRY:** Coal.*Camp: Patna, dated the 19th October, 1966.***AWARD**

By its Order No. 2/8/64-LRII dated 26th March, 1964, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of The Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the Industry/West Ena Colliery of East Industry Colliery C. (P) Ltd., P.O. Dhansar, (Dhanbad) and their

workmen in respect of the matters specified in the schedule annexed to the said order reference which is reproduced below:

SCHEDULE

"Whether the management of Industry/West Ena Colliery (East Industry Colliery Company (Private) Limited) was justified in terminating the services of Dr. M. Hazra, Medical Officer of the colliery by their letter dated 11th November, 1963? If not, to what relief is the workman entitled?"

2. On 20th May, 1964, the Employers filed their written statement in which several objections were taken but it may be mentioned that the objection taken regarding individual dispute was not pressed at the hearing. The case of the management was that Budhan Mandal, a miner, who was absenting from a long time appeared in the colliery on 7th August, 1963 and Dr. M. Hazra, the concerned workman, made a false recommendation that the said Budhan Mandal was sick and under his treatment from 5th June, 1963 to 6th August, 1963 and was fit for duty from 7th August, 1963; that when this fact was made known to the Manager he sent for the sick register for verification but on getting the scent the Medical Officer Dr. M. Hazra intercepted the Register on the way and got false entries of sickness entered in the Register by putting pressure on the trainee Compounder; that, therefore, a chargesheet was issued to Dr. M. Hazra on 9th August, 1963, to which he gave a reply on 10th August, 1963, and, thereafter, a departmental enquiry was held in presence of Dr. Hazra and at the said enquiry his misconduct was established, and, therefore, his services were terminated by offering him one month's wages in lieu of notice and as such his termination of service was justified and he was not entitled to any relief.

3. On 20th June, 1964, a rejoinder to the employers' statement was received from the concerned workman from the General Secretary, Colliery Mazdoor Sangh, wherein the case of the workman was stated. Dr. Hazra's case was that he was in the colliery for about 14 years and had a blameless record throughout but he was arbitrarily and *mala fide*ly dismissed without any fault of his; that a chargesheet was issued to him on false and concocted charges based on a premeditated conspiracy to remove him from service by omitting deliberately to mention the specific clause in the Standing Orders in terms of which he was alleged to have committed the alleged misconduct to which he replied denying the charges; subsequently, however, more than three months later and without any explanation for the long interval, the Manager of the Colliery informed him alleging that enquiry had been held on 22nd August, 1963, and 28th August, 1963, and as a result of the said enquiry he was dismissed with effect from 11th November, 1963; that his services had been terminated in violation of the principles of natural justice under the seemingly innocuous garb of terminating his service without due notice but the said dismissal was *void ab initio*, and, therefore, it was in-operative and the enquiry was also vitiated and invalid; that, as such, the termination of his service be set aside and he be reinstated to his previous post with full back wages.

4. When the case was taken up for hearing on 11th October, 1966, Shri K. V. Ayyar, Group Welfare Officer, represented the management and Shri Shankar Bose represented the concerned workman who also was personally present. Both the parties filed documents, which, with mutual consent, were taken in evidence and marked Exhibits on both sides. Documents of the management were marked Exts. M. to M. 31, and documents of the union were marked Exts. W. to W. 2. The company also filed original enquiry papers but they were returned as the true copies filed were correct. None of the parties examined any witness but both of them argued the case and after arguments were concluded, award was reserved.

5. Put shortly, the facts of the case may be stated in their chronological order with their exhibit numbers as below:

7-8-1963.--Budhan Mandal gave a written statement on which his thumb impression was taken (Ext. M-9) (English)-Ext. M-16, M-17 and M-27 (Hindi) in which he stated that due to a fall of piece of coal from the roof at the time of cutting coal he got injury in his finger and he took treatment from the Colliery Doctor for a month and thereafter when he did not become fit he went home and after reaching home he fell ill and due to this he stayed at home for a month and returned to the colliery after becoming alright. This statement is witnessed by one Lalu Mandal who has also put his thumb impression.

- 7-8-1963.—On the same day, *Gangadhar Majumdar*, the trainee Compounder, wrote a letter to the Manager in Bengalee, of which the English translation is *Ext. M-15*, in which he stated that he went to bring the sick register from the quarter of the Compounder Babu but on the way Dr. Hazra obstructed him and compelled him to write Budhan Mandal's name in the register and seeing the delay in my coming Compounder Babu sent one *Muslim* who met me and said that Labour Officer had wanted this Register but Dr. Hazra told him to go and he was taking the Register with him and that Muslim has seen that Hazra compelled him to write, and, therefore, Muslim may be called and he may be able to tell the whole matter.
- 9-8-1963.—The Manager issued a chargesheet *Ext. M* to Dr. Hazra asking him to show cause why disciplinary action should not be taken against him because Budhan Mandal, Miner, was absent for two months from 5th June, 1963, to 6th August, 1963, from his duty and he allowed him to resume duty on 7th August, 1963, making him sick for the above period, although from the office record it appears he was not sick at all and he admitted himself that he was at his home for more than one month and that he did not take medicine from him for that period and further that on 7th August, 1963, he snatched the register from Shri Gangadhar Majumdar, trainee compounder, who was taking the sick register to the office and compelled him to enter the name of Budhan Mandal in the sick register and that it was regrettable that inspite of several verbal warnings he has not removed these defects in himself.
- 10-8-1963.—Dr. Hazra submitted his explanation *Ext. M-1* to the above chargesheet stating that Budhan Mandal reported sick on 5th June, 1963, and periodically he took medicine from the dispensary as per the prescription and he was also advised to take rest and to the best of his knowledge he was sick and he could not say whether his report as stated by the Manager was correct and further stated that the allegation brought against him that the sick register was snatched away from the compounder and he compelled the compounder to enter the name of Budhan Mandal was absolutely false.
- 22-8-1963.—Shri V. N. Pathak, Labour Welfare Officer, held the enquiry in presence of the concerned workman and recorded the statement of *Dhanapathi Dutta*, Compounder, *Ext. M-3* (English)-*Ext. M-24* (Hindi) and of *Gangadhar Majumdar*, trainee compounder, *Ext. M-4* (English)-*Ext. M-24A* (Hindi); Muslim Mia *Ext. M-5* (English)-*Ext. M-25* (Hindi) and of Rupan Turi *Ext. M-6* (English)-*M-26* (Hindi). It may be mentioned that none of the above witnesses of the company were cross examined by Dr. Hazra as mentioned in the enquiry papers. The enquiry however was adjourned to 28th August, 1963.
- 28-8-1963.—On this date the Enquiry Officer recorded the statement of *Budhan Mandal* who confirmed his earlier statement *Ext. M-7* (English)-*Ext. M-16* and *M-17* and *M-27* (Hindi) and stated that the sick ticket was kept in his shirt and was washed away when laundering. On that day the statement of Dr. Hazra *Ext. M-8* (English)-*M-28* (Hindi) was also recorded by the Enquiry Officer and Dr. Hazra affirmed that he replied to the chargesheet which is now *Ext. M-1* is correct and he has nothing further to say and no witness to examine.
- 30-8-1963.—Shri V. N. Pathak, Enquiry Officer, submitted his enquiry report *Ext. M-2* in which he found that Dr. Hazra had given a false certificate to Budhan Mandal and pressed the trainee compounder to enter the name of Budhan Mandal in the register of sickness on 5th June, 1963, 6th June, 1963, and 8th June, 1963, and thus he was guilty of the charges brought against him, and, therefore, the only action in such a case which could be was removal from service and he recommended accordingly.
- 2-9-1963.—The Manager sent a letter to the Director *Ext. M-21* recommending that the charges against Dr. Hazra have been proved and since he is an officer of the company he recommended as a special case that instead of dismissing him from service his services should be terminated with wages in lieu of one month's notice and, therefore, approval of the action was asked for.
- 10-10-1963.—The Director informed the Manager *Ext. M-20* giving approval to the termination of the service of Dr. Hazra.

11-11-1963.—The Manager wrote a letter to Dr. Hazra Ext. M-10-M-22 informing that his services have been terminated with immediate effect and he should collect his dues.

28-12-1963.—Reply to the union's complaint to the Conciliation Officer (C) Ext. M-23 by the Company's Group Labour Officer.

6. It may be mentioned at the out set that the Enquiry Officer Shri V. N. Pathak, who was Labour Welfare Officer of the company, died admittedly on 5th October, 1966, a week before the commencement of the hearing of the case during the pendency of the reference. I wanted him to be examined before the Tribunal in order to clarify certain points arising out of the statement of Muslim Mia Ext. M-5-M-25. Muslim Mia in his statement before Shri V. N. Pathak on 22nd August, 1963, Ext. M-5 which is in English-Ext. M-25 (Hindi) stated the "*when I was returning I met the Welfare Officer in front of the union's Office. I gave him also the entire story*". In the Hindi Ext. M-25 he stated that he told the Welfare Officer the entire story about Doctor Babu. It, therefore, struck me that when he knew all the facts about the case from the start he should not have himself conducted the enquiry because he could have been examined as a witness by either side or as a court witness by the Tribunal and when he concealed this fact, as it is not known whether he was told the Manager about this fact, he certainly was not justified in doing so and as such the enquiry held by him cannot be said to be fair and proper and in accordance with the principles of natural justice. For that reason, I wanted the Welfare Officer to be examined and then it was stated on behalf of the management that he was dead but unfortunately although the reference remained pending from 6th April, 1964, till 4th October, 1966, for about two years, the management did not make any attempt to examine him before the Tribunal. It may be said that the management did not anticipate that he would die, and, therefore, no previous attempt was made, but I have no doubt that the management must have known from at least Muslim Mia that while returning from the house of compounder Babu where he went to bring the sick register, with the sick register he met the Welfare Officer on the way near the union's office and narrated to him as admitted by him all the facts of the case upto that stage, which was really the crucial stage; It appears, therefore, that the enquiry held and conducted by such an Enquiry Officer on no account, in my opinion, can be held impartial and free from prejudice and fair and proper. On this ground alone the enquiry must be held to be invalid and set aside. It is a well-known principle that *not only justice should be done but it must appear that justice is being done*. If a person having knowledge of the facts of the case from a prosecution witness is allowed to hold the enquiry I doubt very much if the accused can be said to be satisfied that justice is being done to him although he may do justice. In the circumstances, apart from the other points which arise in this case, I think the enquiry must be held to be invalid and set aside.

7. There is another point which struck me which unfortunately was not pressed by any party. It may be that I am wrong, but whenever it may be, I simply record that fact for consideration if occasion arises. Dr. M Hazra it appears, on the letter of the Manager Ext. M-21 "*is an officer of the company*". Can such an officer of the company come within the word "workman" as defined in Section 2(s) of The Industrial Disputes Act so as to make the dispute between the employers and this officer an industrial dispute within the meaning of Section 2(k) of the Act. Unfortunately this point was not raised, and therefore no evidence was adduced by any side to show whether he draws wages exceeding Rs. 500 per month or he comes within Section 2(s)(IV) of the Act. Be that as it may, I do not express any opinion on this point and do not on this ground, therefore, reject the reference.

8. I may however express my opinion on the sick register Ext M-30 on which alone reliance was placed by the management and also by the Enquiry Officer in his report Ext. M-2 as will appear from page 2 where he says in paragraph 2 that "*the register of sickness is the main important piece of evidence*." The three entries relied upon are (i) under date 5th June, 1963, Sl. No. 2338; (ii) under date 8th June, 1963, Sl. No. 2338, and serial No. 2346, and (iii) under date 8th June, 1963, Sl. No. 2495. It is said that Sl. No. 2338 in the name of Budhan Mandal under date 5th June, 1963, and the name of Budhan Mandal under date 5th June, 1963, and the name of Budhan Mandal under entry No. 2346 under date 8th June, 1963, and also the name of Budhan Mandal under entry No. 2495 under date 5th June, 1963, were written by Gangadhar Majumdar, Trainee compounder, on being compelled by Dr. Hazra on the way to do so as supported by Shri Muslim Mia. On looking at the Register, however, it will appear that under entry No. 2346, assuming the name of Budhan Mandal was written under pressure by the trainee compounder, but what about the initial in the last column against that entry—

which appears to be similar to the other initials above and below them which the management admitted were of Dhanapati Dutta, compounder. It is not the case of trainee compounder that he was also pressed and forced to forge the initial of the compounder; that is also not the case of Muslim Mia, how then does this initial of the compounder which is not denied by him come between his earlier and subsequent initials against entry No. 2346. There is no explanation on behalf of the management. Then again, on examining the Register *Ext. M-30* further it appears that there is not one but there are several entries which appear to have been inserted or written later on and not in the ordinary course as they appear to be, for instance, under Sl. No. 2343 under date 8th June, 1963, there is one name Dilu Mahato or something written by another ink without filling in the other columns. The writer of this appears to be also the writer of the name under Sl. No. 2350 of Lutan and under Sl. No. 2352 of Babulal. Under date 7th June, 1963, the name of Dibi Mahato has been written under Sl. No. 2463 without filling in the other columns. Likewise, the name of Ramdeo under Sl. No. 2465 and Abdul Mia under Sl. No. 2470, which are signed by the compounder. There are several such writings through out the Register which show that whenever there was necessity of entering new names they were entered in the blank space by the compounder. For these reasons, in my opinion this sick Register *Ext. M-30* does not inspire any confidence, and if this goes, there is absolutely no reliable evidence on which Dr. Hazra can be said to be guilty of any misconduct.

9. It is not denied by the management that Dr. Hazra was in the service of the company for the last about fourteen years and during this period not a single chargesheet was issued against him and, therefore, simply saying that orally he was told is not enough and sufficient to find him guilty of any such misconduct. It is a very serious offence for a Doctor to forge or to get forged the medical register and to show a man sick although he is not sick because if his misconduct is proved his name would be struck off by the Indian Medical Association and, therefore, such a charge should not be lightly levelled against a Doctor. It is very easy to get statements under pressure from persons, like *Budhan Mandal*, or, *Muslim Mia*, or the like, and, therefore, no reliance can be placed on their evidence in the absence of documentary evidence.

10. It is really surprising as to why in the chargesheet it is not mentioned as to what particular standing order has been contravened by the workman for which he may be held to be guilty. It is not said by the management that it has no certified standing orders of its own. If it had said so the model standing orders could have been applied to it but curiously enough, as rightly pointed out in the written statement of the union, no where it is stated under what specific clause of the Standing Orders in terms of which he had committed an offence. Obviously therefore it has to be held in the absence of evidence on behalf of the management that his services have been terminated not in terms of the Standing Orders.

11. For the reasons given above, therefore, I hold that the management of Industry/West Eon Colliery of M/s. East Industry Colliery Co. (P) Ltd., was not justified in terminating the services of Dr. M. Hazra, Medical Officer of the Colliery, by the letter dated 11th November, 1963, *Ext. M-10—Ext. M-22*, and therefore the said order of the company terminating his services is set aside and the concerned workman Dr. M. Hazra is reinstated with effect from 11th November, 1963, to his former post with full back wages and other emoluments to which he may be entitled with continuity of service.

12 This is the award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,

Central Government Industrial Tribunal,
Dhanbad.

[No. 2/8/64-LRII.]

New Delhi, the 15th December 1966

S.O 3927.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the Digwadih Colliery of Messrs Tata Iron and Steel Company

Limited, Jamadoba, Post Office Jealgora (District Dhanbad) and their workmen, which was received by the Central Government on the 8th December, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of an industrial dispute under Sec. 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 195 OF 1965

Employers in relation to the Digwadih Colliery of Messrs Tata Iron & Steel Company Limited, Jamadoba, Post Office Jealgora (Dhanbad)

Vs.

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, Presiding Officer.

For the Employers—None.

For the Workmen—None.

STATE: Bihar.

INDUSTRY: Coal.

CAMP: C-21, Hauz Khas, New Delhi-16

Dated, the 19th November, 1966

AWARD

By its Order No. 2/117/65-LRII dated 27th November 1965, the Government of India, Ministry of Labour and Employment, New Delhi, referred to this Tribunal for adjudication under Sec. 10(1)(d) of The Industrial Disputes Act, 1947, an industrial dispute existing between the employers in relation to the Digwadih Colliery of M/s. Tata Iron & Steel Co. Ltd., Jamadoba, P.O. Jealgora, (Dhanbad) and their workmen in respect of the matters specified in the schedule annexed to the order of reference which is reproduced below:

SCHEDULE

"Whether the refusal of the management of the Digwadih Colliery in placing Shri Jagdish Singh, Munshi, in the grade of Rs. 60-5-100 with effect from the 23rd July, 1959 is justified? If not, to what relief is the workman entitled?"

2. On 15th November 1966 both the parties filed a joint petition of compromise dated 10th November 1966 signed by the Chief Mining Engineer on behalf of the Employers and by the Secretary, Colliery Mazdoor Sangh, on behalf of the concerned workman and the union and attested by two witnesses stating therein the terms of the agreement and jointly prayed that an award in terms of the said compromise which is marked *Annexure 'A'* be made.

3. I have read the terms of the compromise and, in my opinion, they are fair and in the interest of both parties, and, therefore, the compromise is accepted and recorded.

4. That accordingly the reference is disposed of in terms of the compromise and an award is made in terms of the compromise *Annexure 'A'* and the said compromise *Annexure 'A'* shall form a part of the said award.

5. This is the award which I make and submit to the Central Government under Sec. 15 of the Act.

(Sd.) RAJ KISHORE PRASAD,
Presiding Officer.

Central Government Industrial Tribunal,
Dhanbad.

BEFORE THE PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

REF. No. 195 OF 1965

PARTIES:

Sri Jagdish Singh, Munshi, Digwadih Colliery.

Vs.

Employers in relation to Digwadih Colliery of M/s. Tata Iron & Steel Co. Ltd., Jamadoba, Jealgora P.O.

The parties mentioned above jointly submit that they have further discussed the matter and settled the dispute by mutual negotiation. The terms of the compromise are as follows:—

(1) Sri Jagdish Singh, Munshi, will be upgraded to Gr. II Clerk with effect from the date from which he has been filling both sides of the prescribed form and submitting it in time, viz. 25th March 1963.

(2) This is being done as a special gesture and will not be taken as a precedent.

The parties mentioned above jointly pray that the Hon'ble Tribunal may be pleased to make an Award according to the terms of the compromise mentioned above.

(Sd.) Illegible.
Chief Mining Engineer,
For Employers.
The Tata Iron & Steel Co. Ltd.
(Sd.) Illegible.
Secretary,
Colliery Mazdoor Sangh.
For Union.

Dated: 10-11-66.

Witnesses:

1. (Sd.) Illegible.
2. (Sd.) Illegible.

[No. 2/117/65-LRII.]

S.O. 3928.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Dhanbad, in the industrial dispute between the employers in relation to the East Bhagatdih Colliery of Messrs East Bhagatdih Colliery Company (Private) Limited, Post Office Jharia (Dhanbad), and their workmen, which was received by the Central Government on the 8th December, 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, DHANBAD

In the matter of an industrial dispute under Sec. 10(1)(d) of The Industrial Disputes Act, 1947.

REFERENCE No. 34 of 1964

Employers in relation to the East Bhagatdih Colliery of Messrs East Bhagatdih Colliery Company (Private) Limited, P.O. Jharia, (Dhanbad)

Vs.

Their Workmen.

PRESENT:

Shri Raj Kishore Prasad, Presiding Officer.

For the Employers—Shri K. V. Ayyar, Group Welfare Officer of the Company.

For the Workmen—Shri S. K. Rai, Secretary, Khan Mazdoor Congress, Jharia.

STATE: Bihar.

INDUSTRY: Coal.

CAMP: Patna, dated the 19th October, 1966

AWARD

By its order No. 8/181/63-LRII, dated 26th March, 1964, the Government of India, Ministry of Labour and Employment, referred under Section 10(1)(d) of The Industrial Disputes Act, 1947, to this Tribunal for adjudication, an industrial dispute existing between the employers in relation to the East Bhagatdih Colliery of Messrs East Bhagatdih Colliery Company (Private) Limited, P.O.

Jharia, (Dhanbad) and their workmen in respect of the matters specified in the schedule annexed to the said order of reference which is reproduced below:

SCHEDULE

"Whether the dismissal of Shri Prabhu Gararia, Coal cutter of East Bhagatdih Colliery with effect from the 22nd June, 1963 by the management of East Bhagatdih Colliery Company (Private) Limited is justified? If not, to what relief is he entitled?"

2. On 20th May 1964 the company filed its written statement in which it was said that on a written complaint dated 25th May 1963 from Lugan Manjhi, who was assaulted by the concerned workman and another, a chargesheet was issued and thereafter a departmental enquiry was held at which witnesses were examined on behalf of the company as well as on behalf of the accused and at the said enquiry the concerned workman was found guilty of the charge, and, thereafter, for proved misconduct he was dismissed with effect from 22nd June 1963 and as such he was not entitled to any relief.

3. On 6th July 1964 a written statement of the concerned workman was also filed by the General Secretary, Colliery Mazdoor Sangh in which it was alleged that the fact that Lugan Manjhi was in the habit of taking bribe for giving good working face was in the knowledge of the company and due to the adverse attitude of the company towards the concerned workman, Lugan was giving much trouble to the concerned workman by not giving him proper consideration in respect of his working faces so much so that even on 24th May 1963 he was not allotted any working face at all because the concerned workman was not prepared to oblige him by bribe; that out side the mine an altercation took place on 25th May 1963 between Lugan Manjhi and the concerned workman due to their old quarrel in course of which Lugan Manjhi gave a cut with his teeth on the concerned workman which matter was immediately reported to the management but to no effect; the management with a malafide motive issued charges on imaginary grounds and even out side the complaint of Lugan Manjhi to which the concerned workman gave a reply denying all the charges but an enquiry was instituted against him and at the said enquiry principles of natural justice were thrown to the winds for the reasons given in paragraph 12 of the written statement; that the defence witnesses were examined including the concerned workman but they were not at all cross-examined by Lugan Manjhi and in spite of that their evidence was rejected by the Enquiry Officer who reported guilty against the concerned workman; that, therefore, the enquiry was vitiated and should be set aside and the dismissal of the workman set aside and he should be reinstated with full back wages with effect from 22nd March 1963.

4. The case was taken up for hearing on 10th October, 1966, and at the hearing Shri K. V. Ayyar, Group Welfare Officer of the Company represented the management and Shri S. K. Rai, Secretary, Khan Mazdoor Congress Branch, appeared for the concerned workman. Both the parties filed documents, which with mutual consent, were taken in evidence and marked exhibits for the parties. Documents filed by the management were marked *Exts. M. to M. 17* and those filed by the union were marked *Exts. W. and W. 1*. Both the parties examined one witness each. The management examined *M.W. 1* Shri Bisheswar Nath, Enquiry Officer, and the workman examined *W.W. 1*, Shri Prabhu Gararia, the concerned workman. After arguments were heard, award was reserved.

5 The material facts of the case may shortly be stated in their chronological order as below:

25-5-1963.—*Lugan Manjhi* made a written complaint to the Manager of the Colliery *Ext. M.* complaining against *Prabhu Gararia*, the concerned workman, and *Kalu Pasi* saying that they "attacked him at a time and assaulted him indiscriminately in presence of so many workers of the 1st shift reported at the pit mouth for duty."

25-5-1963.—A chargesheet *Ext. M. 1* was issued to *Prabhu Gararia* in which it was said that he along with *Kalu Pasi* "picked up a quarrel with him (*Lugan Manjhi*), behaved with him in a fighting and riotous manner and assaulted him (*Lugan Manjhi*), near the Rest Shed at No. 2 Pit."

12-6-1963.—*Prabhu Gararia* submitted his explanation *Ext. M. 2* denying the allegation and saying that *Lugan Manjhi* demanded gratification from him about which he had reported to the Manager and he never assaulted *Lugan Manjhi*, and the charge is framed only to harass and victimise him.

- 17-6-1963.—A joint enquiry was held into the charge sheets against both Kalu Passi and Prabhu Gararia by Shri Bisheshwar Nath, M.W. 1 Welfare Officer, and at the said enquiry on 17th June, 1963, Lagan Manjhi, Mining Sirdar of No. 2 Pit Ext. M-3 was examined and cross examined only by Kalu Passi.
- 18-6-1963.—On this date the Enquiry Officer recorded the statements, on behalf of the company, of Bishun Dusadh, Tyndal Mazdoor Ext. M-4; R. N. Sarkar, Overman-in-Charge, Ext. M-5; Ravindra Pandey, Ext. M-6; and of the concerned workman, Prabhu Gararia, Pick Miner No. 2 Pit, Ext. M-7 and of the other accused Kalu Passi, Pick Miner, No. 2 Pit Ext. M. 8 and also of the defence witnesses of the two accused, namely, Chhotak Bhar, Pick Miner No. 2 Pit Ext. M. 9; Maharan Di Pandey, Coal Cutter No. 2 Pit Ext. M. 10; Ramkheawan Kurmi, Coal Cutter No. 2 Pit Ext. M. 11 and Shyamal Thakur, Water Mazdoor Ext. M. 12.
- 20-6-1963.—As a result of the enquiry held on 17th June, 1963, and 18th June, 1963, the Enquiry Officer M. W. 1 submitted his report Ext. M. 14 against Prabhu Gararia and Kalu Passi holding Prabhu Gararia guilty of the charges and recommending that he should be dismissed and finding Kalu Passi to be an associate of Prabhu Gararia "though he did not take the main part in assault" and therefore, he recommended that a lenient view should be taken against him and awarded a lesser punishment which he think would be that his period of suspension should be without wages and any benefits.
- 21-6-1963.—The Director informed the Manager by a letter Ext. M. 17 that he accorded his approval to the dismissal of Prabhu Gararia for assaulting Lagan Manjhi.
- 2-6-1963.—The Manager informed by a letter Ext. M. 13 Prabhu Gararia, the concerned workman, that after the evidence the management have decided to award him punishment of dismissal from service, and, therefore he was dismissed from service.
- 2-4-1964.—The present reference was received from the Ministry.
6. The original enquiry papers are also on the record and are marked Exts. M. 3 to M. 12, which are also the exhibit marks of the typed true copies thereof.
7. I have very carefully considered the arguments presented by both sides and to me it appears that the infirmities pointed out on behalf of the workman, which I will deal in detail hereinafter, are such that they cannot be ignored and in view of these infirmities I am unable to uphold the domestic enquiry to be fair and proper and in accordance with the principle of natural justice. I will now proceed to consider the several infirmities one by one.
8. *Joint-Enquiry.*—The joint enquiry has very much prejudiced, in my opinion, Prabhu Gararia and this will be obvious from the fact that although the evidence against both Prabhu Gararia and Kalu Passi is equally balanced, still the Enquiry Officer, as rightly alleged in para 14 of the written statement by the union, "from a preconceived notion came to a perverse finding of guilt against Shri Gararia", and, found Kalu Passi only an associate of Prabhu Gararia as the Enquiry Officer said "he did not take the main part in assault". This finding is obviously perverse and against the evidence as rightly contended on behalf of the workman. As against Prabhu Gararia the witnesses who speak that he assaulted Lagan Manjhi are Lagan Manjhi himself Ext. M. 3; and, Bishun Dusadh, Ext. M. 4 whereas, as against Kalu Passi the witnesses who say that he also assaulted Lagan Manjhi are Lagan Manjhi himself, Ext. M. 3; Bishun Dusadh Ext. M. 4 and R. N. Sarkar, Ext. M. 5. We, therefore, find that if we leave out the complainant, there are two witnesses, namely, Bishun Dusadh Ext. M. 4 and R. N. Sarkar; Overman-in-charge Ext. M. 5 who specifically stated that Kalu Passi was assaulting Lagan Manjhi. In case of Prabhu Gararia if we leave out Lagan Manjhi the complainant, the only witness left is Bishun Dusadh Ext. M. 4. It may be mentioned that R. N. Sarkar Ext. M. 5 is Overman-in-charge and he does not state that Prabhu Gararia assaulted Lagan Manjhi but he does state as just now mentioned that Kalu Passi assaulted Lagan Manjhi. In spite of this overwhelming and reliable evidence of two independent witnesses namely, Bishun Dusadh, Ext. M. 4 and R. N. Sarkar, Ext. M. 5 against Kalu Passi it is surprising that the Enquiry Officer in his report Ext. M. 14 says in the last paragraph of his report that "Evidence and circumstances against Shri Kalu Passi have proved and established that he was an associate of Prabhu Gararia although he did not take main part in assault, therefore, in his case I would recommended the management to take lesser punishment which I

think would be that his period of suspension should be without wages and without benefit," and inspite of only one independent witness, namely, Bishun Dusadh Ext. M. 4, the Enquiry Officer finds Prabhu Gararia guilty deserving of dismissal. I have no doubt in my mind that the Enquiry Officer was prejudiced against Prabhu Gararia as rightly mentioned in para 14 of the written statement by the union, and therefore, returned a verdict of guilty against Gararia and of not guilty against Kalu which on the evidence he could not have. For these reasons, I am of the opinion that the joint enquiry has very much prejudiced the concerned workman because it appears the Enquiry Officer has taken the view that one of the two must be held guilty and he found Gararia guilty, as probably he was more prominent. For these reasons, therefore, there is a clear bias on the part of the Enquiry Officer. In this evidence M.W. 1, the Enquiry Officer has stated that by mentioning in his enquiry report Ext. M. 14 that Kalu Passi did not take main part in the assault what he meant was that he did not assault *Lugan Manjhi*. To this Enquiry Officer, the Tribunal put the statements of the company's witnesses to point out as to how he justified the statement that Kalu Passi did not assault *Shri Lugan Manjhi* and after reading the statements of all the witnesses of the company Exts. M. 3 to M. 6 he admitted that as against Prabhu Gararia two witnesses, namely, *Lugan Manjhi*, the complainant, Ext. M-3 and *Bishun Dusad* Ext. M-4 stated that he assaulted *Lugan Manjhi*, whereas, as against *Kalu Passi* three witnesses, namely, *Lugan Manjhi*, the complainant, Ext. M-3, *Bishun Dusadh* Ext. M. 4 and *R. N. Sarkar* Ext. M. 5 stated that *Kalu Passi* assaulted *Lugan Manjhi*. In his enquiry report he said that Prabhu Gararia should be dismissed and *Kalu Passi* should be treated leniently. He however later said that he took the case of Prabhu more serious because of the evidence of *Bishun Dusadh* Ext. M. 4 who has nothing to do underground but he admitted that *Overman-in-Charge* was superior to *Tyndal Mazdoor* which *Bishun Dusadh* was. From his evidence, therefore, also it is clear that the Enquiry Officer was prejudiced against Gararia. Reading, therefore, his report along with the evidence in court, there can be no doubt that the report is biased and, therefore, it cannot be accepted as fair and proper.

9. On looking into the original statements of the three witnesses of the company Exts. M. 3 to M. 5 it appears that the thumb impression or signature of Prabhu Gararia, was not taken on any of them to show that these depositions were taken in his presence and recorded in his presence and concluded at the place below where his signatures or thumb impressions appeared. This specific allegation was made in para 12 of the written statement by the union. On question being asked by the Tribunal the Enquiry Officer M.W. 1 stated in his cross examination that he maintained a file for each enquiry separately in which he noted down the day to day proceedings of the enquiry as to what happened on a particular day and which witness was examined and what action was taken by him and he admitted that he had got the file of those cases but he could not produce it. He further admitted that the fact that he gave an opportunity to cross examine the witness of the company but he refused is not noted anywhere in the enquiry proceedings. He was working in the colliery since 1st November, 1959, and since 1959 he was holding enquiry into complainants and since then he said that he has held twenty-five or thirty enquiries and still it was surprising that he did not know that he should have taken the signatures or thumb impressions of the accused before him at the end of the deposition of each witness to stop him from taking any objection. This is also wanting.

10. Another important fact to be noticed is that although four defence witnesses were examined, namely, Exts. M-9, M-10, M-11 and M-12 and none of them were cross-examined by the complainant and still their statements were not referred by the Enquiry Officer for no reason whatsoever. Only in the last but one paragraph of his report he has said that "One important point to be noted in the evidence of the workmen and their witnesses is that *Shri Lugan Manjhi* is alleged to have beaten Prabhu Gararia. This fact itself is a proof of assault by *Shri Lugan Manjhi*. Biting with teeth is the weapon of a person who is helpless and at bay." He does not consider the evidence of DWS nor does he say that he rejects their evidence. He has not discussed the evidence of the defence witnesses nor given any reason as to why the un-challenged evidence of the defence witnesses should not be acted upon in the circumstances. For the above reasons, in my opinion, the domestic enquiry was not fair and proper and in accordance with the principles of natural justice, and, therefore it must be rejected.

11. As no independent evidence has been adduced before the Tribunal on the evidence at the domestic enquiry, it is impossible to come to a finding that the misconduct of the concerned workman has been established. In the circumstances, his dismissal must be set aside.

12. I may observe that the punishment of dismissal inflicted on Prabhu Gararia is disproportionate and must arbitrary and discriminatory as compared with that of Kalu Passi when there were two independent witnesses proving assault by Kalu Passi on Lugan Manjhi and there was only one independent witness of assault by Gararia on Lugan eliminating the complainant in both cases. I cannot understand why Kalu Passi should be given only suspension without wages and this man should be given only dismissal. It does not stand to reason and it cannot be justified on any account. It is most unfair and shocking to conscience. It only shows that the management was determined any how to get rid of him because probably of the strike, as appears from Ext. M-16, and, therefore, he was dismissed, whereas Kalu Passi against whom there was equal evidence, rather the evidence was more and also more reliable, he was given only lesser punishment of suspension. For these reasons, also the punishment of dismissal must be set aside.

13. In either view the dismissal is set aside and he is reinstated to his previous job as coal cutter at No. 2 Pit of the Colliery of the management with effect from 22nd June, 1963, since when he was dismissed as per letter Ext. M. 13 with full back wages and other monetary benefits to which he is entitled.

14. This is the award which I make and submit to the Central Government under Section 15 of the Act.

Sd./- RAJ KISHORE PRASAD,
Presiding Officer,

Central Government Industrial Tribunal,
Dhanbad.

[No. 8/181/63-LR.II.]

New Delhi, the 16th December 1966

S.O. 3929.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, No. 2, Calcutta, in the industrial dispute between the employers in relation to the Ningha Colliery, (Post Office Kallpahari, Burdwan), and their workmen, which was received by the Central Government on the 13th December, 1966.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 CALCUTTA

REFERENCE NO. 43 OF 1966

PARTIES:

Employers in relation to the Ningha Colliery, P.O. Kalipahari.

AND

Their workmen.

PRESENT:

Shri S. K. Sen—*Presiding Officer.*

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By order No. 6/88/65-LR.II dated 23rd July 1965, the Government of India, referred for adjudication an industrial dispute between the employers in relation to the Ningha Colliery, P.O. Kallpahari, Burdwan and their workmen arising from the dismissal of one workman named Shri Ramgrihi Ram, Winding Engine Oil Mazdoor of Ningha Colliery.

2. After the issue of notices to both parties to file their written statements, the management and union have filed a joint petition stating that the dispute arising from the dismissal of the workman Ramgrihi Ram has been amicably settled; and that the dismissed workman has been re-employed by the management with effect from 26th July 1965, i.e. from only 3 days after the date of order of reference by the Government. This reference case is, therefore, disposed of in terms of the joint petition of compromise which shall form part of the award.

Let this award be sent to the Government for necessary action.

(Sd.) S. K. SEN,

Presiding Officer.

Dated: 9th December 1966.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2
CALCUTTA

REFERRED No. 43 OF 1966

Industrial dispute.

BETWEEN

Employers in relation to Ningah Colliery, P.O. Kalipahari, Dist. Burdwan.

AND

Their workmen represented by the colliery Mazdoor Congress, Gorai Mansion, G. T. Road, Asansol, Burdwan.

The humble petition of the Company and the Union most respectfully sheweth:—

1. That the above dispute is now pending before this Hon'ble Tribunal and both the Union and the Company was directed by this hon'ble Tribunal to file their respective Written statement.

2. That the parties immediately after the conclusion of the conciliation proceedings in this dispute and before the above order of Reference was made by the Government of India, came to an amicable settlement as follows:

(a) That the workmen Shri Ram Grihi Ram will be allowed to work on and from 26th July 1965 in the Employer's Ningah colliery i.e. Sripur Nos. 4, 5 & 6 pits colliery of M/s. Lodna Colliery Co. (1920) Ltd. as a changemen in the Lamp Cabin on the surface without any adverse change in his wages and emoluments which he was earning as a Winding Engine Oil Mazdoor.

(b) That the period of non-employment of Ram Grihi Ram on and from 16th February 1965 to 25th July 1965 will be treated as if he was laid off and would be paid laid-off compensation.

3. That in terms of the above settlement, Sri Ram Grihi Ram is working from 26th July 1965 and also received Rs. 205/80 P. on 3rd December 1965 as his lay-off compensation.

4. It is, therefore, submitted that a 'No-Dispute' award may be made by this hon'ble Tribunal.

And for this act of kindness your petitioner
are in duty bound shall ever pray.

(Sd.) Illegible,

Signature of the Union Secretary of
Colliery Mazdoor Congress,
"Gorai Mansion"
G. T. Road, Asansol.

[No. 6/88/65-LRII.]

(Sd.) Illegible,
Signature of the Employer
Manager,

S.O. 3930.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, No. 2, Calcutta, in the industrial dispute between the employers in relation to the Messrs Katras Jherriah Coal Company Limited. (Managing Agents: Andrew Yule & Company, Limited, Registered Office 8 Clive Row, Calcutta-1), Post Office Dishergarh, District Burdwan, and their workmen, which was received by the Central Government on the 13th December, 1966.

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, CALCUTTA

REFERENCE No. 7 OF 1966

PARTIES:

Employers in relation to the Messrs Katras Jherriah Coal Company Limited.

AND

Their workmen represented by the Colliery Mazdoor Union, 27, G. T. Road, Bastin Bazar, Asansol.

PRESENT:

Shri S. K. Sen—*Presiding Officer.*

APPEARANCES:

On behalf of employers—Shri P. P. Ginwalla, Bar-at-Law, Shri D. Narsingh, Advocate, Shri A. Choudhuri.

On behalf of workmen—Shri N. R. Roy, Shri Keshab Banerjee.

STATE: West Bengal.

INDUSTRY: Coal Mines.

AWARD

By Order No. 8/175/64-LRII dated 27th January 1965 a dispute between the management of the Seebpur colliery of Messrs Katras Jherriah Coal Company Limited managed by Messrs Andrew Yule & Company, Limited, and its workmen represented by the General Secretary, Colliery Mazdoor Union, Asansol, was referred to the Tribunal for adjudication. The subject matter of the dispute contained in the terms of reference settled between the parties are as follows:—

"1. Whether the closure of Seebpur Colliery of M/s. Katras Jharria Coal Co. Ltd., is justified and if so, is it due to the circumstances beyond the control of the management?

2. What relief in either of the case each workman is entitled to?"

The Seebpur colliery belonging to Messrs Katras Jherriah Coal Company Limited consisted of two inclines and 2 quarries. One of the inclines was known as the K incline and coal of Koithi seam was mined therein, and the other incline known as the P incline and coal of the Ponlati seam was mined therein.

2. Witness No. 1 for the management, Shri W. N. Batra, Mining Engineer, who was acting as the Agent of Seebpur colliery, said that the distance between the two inclines is about 2000 ft.; that between the K incline and K grip quarry is about 500 ft.; that between the K incline and Bank Simulia quarry is about 5000 ft. and between P incline and Bank Simulia quarry is about 4000 ft. These distances roughly agree with the distances given by the only witness on behalf of the union, namely Bipin Behari Singh who said that the quarry is at the distance of 500 or 600 ft. from the K incline and that the other incline is at the distance of about half a mile from the K incline and that Bank Simulia quarry is at the distance of about one mile from K incline.

3. Working of the K incline was closed down on 26th October, 1964 and that of the P incline on 28th October, 1964 and the workers of the two inclines were laid off. The working in the two quarries continued for 8 or 9 months more but in July 1965 the quarries also were closed down. We are in this case concerned with the workmen of the K incline and the P incline and not concerned with the workmen of the two quarries. The number of workmen concerned in the two inclines who were laid off is 437. They were paid compensation under Section 25FFF, Sub-section (1), proviso, which provides that where an undertaking is closed down for any reason whatsoever, any workman who has been in continuous service for not less than one year in that undertaking immediately before such closure shall be entitled to notice and compensation in accordance with the provisions of Section 25F, as if the workman had been retrenched; provided that where the undertaking is closed on account of unavoidable circumstances beyond the control of the employers, the compensation to be paid to the workman under clause (b) of Section 25F shall not exceed the average pay for 3 months. The management, holding that the two inclines had been closed down on account of unavoidable circumstances beyond their control, paid compensation accordingly, that is, one month's notice pay and 3 months' average pay as compensation. The workmen claimed that as Seebpur colliery consisted of two inclines and two quarries, and two quarries were still working when the two inclines were closed down, it was not a closure of the undertaking as a whole and that they were retrenched under the provision of Section 25F and they are, therefore, entitled to compensation under provision of Section 25F of the Industrial Disputes Act. This could make a considerable difference in the compensation; for instance the workman examined as the witness on behalf of the union namely, Bipin Behari Singh, said that he had been in continuous service in Seebpur colliery for 20 years; therefore under Sec. 25F clause (b) he was entitled to receive 10 months' compensation instead of 3 months' compensation under the proviso of Sub-section (1) of Section 25FFF. There was an attempt of settlement before the Conciliation officer of the dispute between the workmen and the employers, but the only settlement they arrived at was that the matter be referred to a Tribunal with the prescribed terms of reference already quoted above.

4. There was a preliminary objection raised on behalf of the employers that the Tribunal has no jurisdiction because the undertaking has been altogether closed down. This preliminary objection was heard by Shri L. P. Dave who by his order dated 19th March, 1966 over-ruled the preliminary objection. In addition to the reasons given by Shri Dave, I may state that since the addition to the Industrial Disputes Act of Sec. 25FFF, and of a new 3rd schedule of which item 10 specifically mentions closure of an establishment as a matter within the jurisdiction of Industrial Tribunal, an objection to jurisdiction on the ground of

a bonafide closure can no longer be entertained. The reference has, therefore, now to be decided on merits.

5. The first question is whether the closure of the two inclines was justified and whether it was due to circumstances beyond the control of the management. On this point, witness No. 1 for the management W. N. Batra, the Agent, has stated that the K incline had to be closed down due to underground fire and that the P incline had to be closed down due to immediate threat of inundation. He added that on getting a report from the Manager he went underground into the K incline to ascertain whether the danger was there and he confirmed that there was danger of fire and that it was not possible to keep anyone at work there. He informed the department of mines and the K incline was thereafter sealed off completely under instructions of the department of Mines by building stopping walls of brick and cement. This evidence is fully borne out by the evidence of witness No. 2 for the management, Shri P. R. Sharma, under Manager who was acting as Manager of Seebpur colliery at the time of the closure. Even the witness for the union, Shri Bipin Behari Singh, admitted in cross examination that because of collection of dangerous gas it became impossible to continue work in the K incline.

6. As regards the P incline, the agent W. N. Batra stated that on 27th Oct. 64 he went down the P incline and in his opinion there was serious danger of water suddenly filling up the incline and so he directed the Manager not to employ men there because of the danger of the inundation. He said that this also was reported to the department of Mines and that within 3 days of the closure of the P incline on 28th October, 1964, that incline was wholly flooded by water. He further explained that P incline was surrounded by water logged areas consisting of old workings and that the management had to take special permission from the department of Mines to work in P incline, and that after the submission of the report regarding threat of inundation the department of Mines withdrew the permission to work in the P incline. This evidence as to inundation of the P incline was fully corroborated by P. R. Sharma, the acting Manager at the time of the closure. This witness proved 3 reports as to water level, Ext. A, A1 and A2, showing that the water level was gradually rising and he said that if the water levels in the old working were higher than levels at which work was going in the P. incline there would be danger of flooding and that there was such danger of inundation by leakage through a barrier of coal between the old workings and the area where work was going on in the P incline. Bipin Behari Singh examined for the union was a worker of the K incline and he agreed that the P incline had to be closed down because of collection of water and subsidence of roads within the incline, but he did not see whether P incline was completely flooded shortly after the closure of work, apparently because he had no occasion to go there. In view of the evidence discussed, there can be no doubt that the closure of the two inclines was justified and further that it was due to circumstances beyond the control of the management.

7. The next question is about relief that each workman is entitled to. If there was closure of the undertaking, than Sec. 25FFF would apply and the compensation already given by the management would be appropriate. Shri N. R. Roy appearing on behalf of the union has, however, urged that the closure of the two inclines should not be taken as equivalent to a closure of an undertaking, as according to him the undertaking is the entire Seebpur colliery, which was under one management, and which consisted of 2 inclines as well as 2 quarries in which work went on for another 8 or 9 months. Shri Roy has, therefore, urged that the 437 workmen should be deemed to have been retrenched and are entitled to compensation under Section 25F. Shri Ginwalla, appearing on behalf of the management, has urged that each incline and each quarry comprised a separate mine and a separate undertaking, and that the management was correct in applying Section 25FFF of the Industrial Disputes Act. Parties have referred to certain decisions in support of their respective arguments. But the decisions are not quite apposite. In AIR 1960 SC 815 (Tea District Labour Association, Calcutta, V. Ex-employees), the facts briefly are that the Tea District Association maintained certain agencies at different places in India for supplying labour to the Tea gardens, but as the necessity for such recruitment lessened two of the recruiting stations or agencies, at Koraput and Gunjam, were closed down. The Supreme Court held that the closure of the two agencies must be deemed to be closure within the meaning of Section 25FFF. In that case the company had already given compensation as for retrenchment; although the appeal succeeded the company did not ask for refund of any amount back from the employees. The case however has been cited by Shri Ginwalla to show that different agencies at different stations, although under the control of the same

association or company for recruiting labour, were regarded as separate undertakings. A similar case cited by Shri Glnwaila is 1962 (1) LLJ 409 (Indian Cable Company Limited V. its Workmen). In that case also the company was carrying on business at various places in India and decided to close down one of its branches and the workmen employed at that branch were paid off. The Supreme Court held that the conclusion was inescapable that each branch of a company would normally be regarded as a distinct industrial establishment.

8. As against these cases, Shri Roy relied on 1963 (2) LLJ 86, (Hotel Ambassador V. its Workmen). In that case however all the workmen were employed at the same place and they were merely divided into certain categories or departments. In order to effect economy, the management abolished one department and distributed the work among employees in other departments. Naturally this was held to be a case of retrenchment and not closure. This case is hardly analogous to the facts of the present case. It was a clear case of retrenchment.

9. The respective positions of the 2 inclines and the 2 quarries have already been given above. Regulation 30 clause (a) of the Coal Mines Regulations 1957 provides every system of workings belowground inter-connected in such a manner that communication is practicable from any one part of the system to any other part by means of galleries, channels or drifts belowground shall be deemed to constitute one mine. If access from one system of such workings belowground to another such system is not practicable, each such system shall be deemed to constitute a separate mine. In the present case the 2 inclines and 2 quarries are not inter-connected and therefore under Regulations 30(a) they constitute separate mines. It is true that they were under a common management, there being the same Manager, Agent and office staff for their management as the evidence has shown, but the management proved that for this purpose it had to obtain special permission from the department of Mines. Ext. B is a letter of authorisation dt. 18th Jan., 1963 from the Chief Inspector of Mines, Dhanbad, for the appointment of the same Manager for more than one coal mines under Coal Mines Regulations 31(4). This document shows that the Chief Inspector of Mines under Regulation 31(4) of the Coal Mines Regulations 1957 permitted that the same person might act as the Manager at the same time of all the mines at Seebpur colliery owned by Messrs Katras Jherriah Coal Company Limited. Thus the department of Mines regarded the inclines and the quarries as separate mines and gave special permission under Regulation 31(4) of the Coal Mines Regulations 1957 so that one person might act as Manager of all of them. Shri N. R. Roy has urged that since the office staff and the Manager were common, the establishment should also be regarded as one and not as 4 separate units. Shri Roy has also pointed out that the workmen whether employed in the inclines or in the quarries were appointed by the Seebpur colliery and identity cards and service cards were granted to them in the name of Seebpur colliery, e.g. Exhibit 1 and 1A. Shri Bipin Behari Singh has deposed that though he was a worker of the K incline he was occasionally asked to work in the quarry. But it appears from the cross examination that this was an exception rather than the rule, and the workmen employed in each incline and each quarry were separate groups. It was only when either there was no work for a workman in an incline or there was shortage of worker in one of the quarries that one workman was occasionally deputed from one place to another. This sort of deputation may be done by the same management even from one colliery to another. This does not make the inclines and the quarries into one common establishment. It is to be noted that though the workmen and the union claim the benefits of retrenchment under Section 25F of the Industrial Disputes Act, they did not claim that the provision of Section 25G should have been applied to the retrenchment. Section 25G provides that when any workman in an industrial establishment is to be retrenched and he belongs to a particular category of workmen, the employer shall ordinarily retrench the workman who was the last person to be employed in that category. Therefore, if the inclines and the quarries were regarded as the same undertaking, the workmen of the inclines when the inclines had to be closed down might claim that the senior workmen at least should be put to work in quarries but there was no such claim made. To a certain extent, this may be regarded as a tacit admission that so far as the working at least is concerned, the inclines and the quarries were separate undertakings. Further, it has already been stated that after 8 or 9 months the quarries were also closed down. The workmen employed therein naturally received the benefits under 25FFF of the Act and they could not claim any superior benefit because the complete colliery was closed down at that time. In the circumstances, it is reasonable to hold that even the workmen of the inclines when they were closed down would only get the benefits under Section 25FFF and not under Section

25F of the Industrial Disputes Act. This however is an incidental consideration. The main reason for my decision is that each incline and each quarry under the Mines Regulations 1957 is a separate mine, and so far as the workmen of the inclines are concerned, though they might be employed by the Seebpur colliery, they were separate and different groups of workmen from the workmen working in the quarries. Each incline and each quarry must therefore be considered a separate undertaking within the meaning of section 25FFF.

10. I therefore hold that each workman of the incline was entitled to relief under Section 25FFF of the Industrial Disputes Act, which benefit appears already to have been paid out. My decision therefore is as follows:—

- (i) that the closure of the 2 inclines of Seebpur colliery of Messrs Katras Jheriah Coal Company Limited was justified and was due to circumstances beyond the control of the management; and
- (ii) that each workman of the two inclines is entitled only to the benefits under Section 25FFF of the Industrial Disputes Act which he appears already to have received. If in any case such benefit has not been paid, he would be entitled to receive the same.

No order as to costs. Let this award be submitted to Government for necessary action.

Sd./ S. K. SEN.
Presiding Officer.
[No. 8/175/64-LRII.]

ORDERS

New Delhi, the 13th December 1966

S.O. 3931.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to Messrs Pure Kustore Collieries Limited, owners of Pure Kustore Colliery, Post Office Kusunda District Dhanbad and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether the action of the management of Pure Kustore Colliery of Messrs Pure Kustore Colliery Company Limited, Post Office Kusunda, District Dhanbad, in dismissing the workmen named below with effect from the dates mentioned against their respective names amounted to victimisation?

Name of the worker	Designation	Date of dismissal
1. Shri Purnamashi Chamar	Miner	14-5-1964
2. Shri Mukhu Ahir	-do-	31-8-1964
3. Shri Foudar Teli	-do-	31-8-1964
4. Shri Jamuna Bhar	-do-	31-8-1964
5. Shri Paltan Bhar	-do-	31-8-1964
6. Shri Khedaru Bhar	-do-	31-8-1964
7. Shri Haru Dhari	Trammer	31-8-1964

If so, to what relief are the workmen entitled?

[No. 2(134)/66-LRII.]

S.O. 3932.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Golden Sinidih Colliery, Post Office Tundee, District Dhanbad, and their workmen in respect of the matters specified in the Schedule hereto annexed;

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, Dhanbad, constituted under section 7A of the said Act.

SCHEDULE

Whether Chandan Mal Jain, Managing Contractor at Golden Sinidih Colliery, Post Office Tundee, District Dhanbad, was justified in refusing employment to Shri Ram Lochan Ram, Fireman, with effect from the 20th July, 1966?

If not, to what relief is the workman entitled?

[No. 2/165/66-LRII.]

S.O. 3933.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Chora Colliery No. 10 Pit and 1 and 2 Incline Post Office Chora, District Burdwan and their workmen in respect of the matters specified in the Schedule hereto annexed;

And whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby refers the said dispute for adjudication to the Industrial Tribunal, No. 2, Calcutta, constituted under section 7A of the said Act.

SCHEDULE

Whether the dismissal of Shri Muruli Pal, Line Ministry by the management of Chora Colliery No. 10 Pit and 1 and 2 Incline, Post Office Chora, District Burdwan, with effect from the 7th December, 1965, was justified? If not, to what relief is the workman entitled?

[No. 8/35/66-LRII.]

BALWANT SINGH, Under Secy.

(Department of Labour and Employment)

New Delhi, the 15th December 1966

S.O. 3934.—Whereas the Central Government, having been satisfied that the public interest so required had, in pursuance of the provisions of sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947) declared by the notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 1727, dated the 6th June, 1966, the banking industry carried on by a banking company as defined in clause (bb) of section 2 of the said Act, to be a public utility service for the purposes of the said Act for a period of six months from the 29th June, 1966;

And whereas the Central Government is of the opinion that public interest requires the extension of the said period by a further period of six months;

Now, therefore, in exercise of the powers conferred by the proviso to sub-clause (vi) of clause (n) of section 2 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby declares the said industry to be a public utility service for the purposes of the said Act for a further period of six months from the 29th December, 1966.

[No. F. 1/88/66-LRI.]

New Delhi, the 16th December 1966

S.O. 3935.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bombay in the industrial dispute between the employers in relation to Messrs Nathani Steel Yard, Bombay and their workmen which was received by the Central Government on 13th December, 1966.

BEFORE SHRI S. TAKI BILGRAMI, PRESIDING OFFICER, INDUSTRIAL TRIBUNAL, BOMBAY.

REFERENCE (IT-CG) No. 1 of 1965.
BETWEEN

Messrs. Nathani Steel Yard, Bombay

AND

The workmen employed under them.

In the matter of abolition of contract system.

APPEARANCES:

Dr. A. V. R. Rao with S. G. Kukadam for the company,
Shri H. K. Sowani, Advocate, with Shri Manohar G. Kotwal, Secretary,
Transport and Dock Workers' Union, for the workmen.

AWARD

This is a reference under Section 10(1)(d) of the Industrial Disputes Act, 1947 (XIV of 1947), made by the Government of India for adjudication of a dispute between Messrs. Nathani Steel Yard, Bombay and their workmen, which arises out of the following dispute raised by the workmen:—

- (1) Whether the demand of the workmen who are employed by the contractors of M/s. Nathani Steel Yard, Bombay engaged in the said Steel Yard for work in connection with the Port, for abolition of contract system is justified?
- (2) If so, to what relief are the workmen entitled?

2. The above dispute was first referred to Shri Salim M. Merchant and thereafter transferred under Section 7A and Section 33B(1) to Shri M. R. Meher and on his retirement referred to me for adjudication.

3. The parties have arrived at a settlement and pray for an Award in terms thereof. An award is made in terms of the said settlement annexed hereto and the reference stands disposed of.

Sd./- S. TAKI BILGRAMI,
Presiding Officer.
30-11-1966

Memorandum of Settlement in respect of Reference (IT-CG) of 1965 before Sri Taki S. Bilgrami, Presiding Officer, Industrial Tribunal, Bombay, regarding a dispute between Messrs. Nathani Steel Yard and the workmen engaged by the Contractor represented by the Transport and Dock Workers' Union, Bombay, regarding the abolition of the contract system.

On 2nd January 1963, the Transport and Dock Workers' Union, Bombay, raised certain demands on behalf of some workers engaged by the Contractors Ramachandra for doing the work of loading and unloading of Nathani Steel Yard, Bombay. After the failure of the mutual negotiations, the Union referred the matter to the intervention of the Regional Labour Commissioner, Bombay, but as it was found that these workers were engaged by the contractors and not by the Nathani Steel Yard, the dispute was not admitted in Conciliation. Again on 17th June 1963, the Union sent a demand to the Management, requesting the workers who were to be taken by the contractors should be taken under their direct employment. As again the mutual negotiations failed the matter was once again referred to the Central Labour Commissioner, Bombay. The matter was referred to the Conciliation Officer on 23rd July, 1963, joint discussions took place on 2nd August 1963, and Conciliation proceedings ended in a failure on 30th August 1963. A failure report was sent to the Central Ministry of Labour and Employment by the Conciliation Officer on 2nd September 1963 under intimation to the parties, conveying their

respective stands to the Government. On the receipt of the report of the Conciliation Officer, the Government of India vide their letter, dated 4th December 1964 referred the above dispute to the adjudication of Sri Salim Merchant, Industrial Tribunal, Bombay, constituted under Section 7(a) of the Industrial Dispute Act. Again after some time vide the letter dated v/28/62/63 dated 26th June 1965, the Government of India, Ministry of Labour and Employment issued another notification referring the dispute to the adjudication of Sri Meher M.R., Presiding Officer, Industrial Tribunal, Bombay. Sri Meher sent the parties a letter dated 31st July 1965 asking them to file their respective justification statements. Accordingly the management and the Union filed their statements on 1st November 1965 and 17th September 1965 respectively. The case was first fixed for hearing on 9th November 1965 and thereafter it was adjourned from time to time with the mutual consent of the parties for the negotiating a mutually acceptable settlement till 16th September 1966, when the following agreement was arrived at between the parties.

Terms of the Agreement

1. It is hereby agreed that the workers who are so far working with contractor for loading and unloading operations, of Nathani Steel Yard and who could be provided reasonably continuous work and whose names as given by the union are given in the annexure appended herewith, will be taken under the direct employment of the Management, from the date of settlement.

2. If the loading and unloading work require more than the labour that is being absorbed as per the annexure referred to in clause 1, the Management reserves the right to engage such labour on contract basis whenever required, for such duration as may be necessary without entailing upon themselves the responsibility of absorbing them in their direct employment like workers mentioned in the annexure cited above.

3. The workers, as per the annexure appended herewith, who will be taken in the direct employment of the company as per the demand of the union, will be absorbed in the unskilled category and in the scale fixed for them by another agreement with Bombay Mazdoor Union on 14th July 1966, i.e., Rs. 1-25-0. 10th February 1965. But they will be given a higher start of Rs. 1-45 P. per day to begin with from the date of settlement, as per the request of the Union.

4. The said workers who are now going to be absorbed in direct employment as per the particulars specified in the annexure, will also be given, as a gesture of good will of the management an *ex-gratia* amount of Rs. 78/- per worker and hope they will render them better and more efficient work in view of the fact the management has now agreed to take under them directly in employment, giving them additional benefits.

5. **Provident Fund.**—The workers like the rest will be governed by the Employees' Provident Fund Act.

6. **Sick-leave.**—The said workers like the rest of the workers will be governed by the ESIC Scheme and will be entitled to the benefits thereunder.

7. **Casual-leave.**—The workers will be entitled of 7 days casual leave for year. It is non-accumulative. Not more than two days casual leave will be allowed at a time but the workers will be allowed to prefix or suffix their casual leave to a holiday. They will not be entitled to encash casual leave.

8. **Paid Holiddays.**—The said workers will be entitled for 5 paid holidays in a year as per the prevailing practice.

9. **Uniforms.**—The said workers will be given after one year of continuous service, from 1st December 1966, two pairs of uniforms to each per year, as per the existing practice.

10. **Earned-Leave.**—The said workers like the rest of the workers will be entitled to leave with pay at the rate of one day for every twenty days of work performed by them in the previous year.

11. **Dearness Allowance.**—(i) During the first half year of their service i.e. from 1st October to 31st March, 1967, the said workers will get a dearness allowance equivalent to 75 per cent of the Bombay cotton textile scale for the working days of the month.

(ii) During the second year of service i.e. from 1st April to 31st March, 1968, 85 per cent of the revised cotton textile scale for the days of the month worked will be given.

(iii) During the last 1½ years, i.e. from 1st April 1968 to 31st October, 1969, which is the third year of settlement, the workers will get 90 per cent of the Bombay cotton textile scale for the days of the month worked.

12. Gratuity.—The following scheme of gratuity will be made applicable to workers from the date of settlement:—

- (i) On the death of a worker, while in the service of the firm or his being physically or mentally handicapped, for further service—26 days basic wages subject to a maximum of 15 months basic wages, payable to him or his heirs or executors, as the case may be.
- (ii) **On retirement or resignation.**—After 15 years of continuous service, 13 days basic wages, subject to maximum of 15 months basic wages.
- (iii) **On termination of service.**—After 5 years of continuous service, 7 days basic wages, after ten years of continuous service—10 days of basic wages subject to a maximum of 15 months basic wages.
- (iv) Gratuity will not be paid to a workman discharged or dismissed for misconduct causing financial loss to the extent of the loss suffered by the firm.
- (v) Wages for the purpose of the gratuity shall be the last drawn basic wages on the date or event of death, resignation, or termination or abandonment of service as the case may be.
- (vi) Continuous service means for the purpose of this agreement, service which is not broken by any termination of service by discharge or dismissal or resignation or abandonment of service.

13. Engineering wage board.—Adjustment that may be necessary after the submission of the report and acceptance of recommendations to the extent applicable to the workers of this company.

(i) If the Wage Board for the Engineering industry awards any final monetary benefit or relief which is recommended by the Government, such relief to the extent applicable to the company shall be considered on the consolidated wages that are in existence as a result of this settlement.

(ii) If such increases awarded by the wage board and recommended by the Government is granted than what has already been granted under this settlement, the difference will be made good to the workmen affected by the decision of the wage board from the date on which the award of the wage board becomes effective.

(iii) If, however, any monetary final Relief, awarded by the Wage Board and recommended by the Government falls short of what has already been given, by the company under this settlement, the workmen shall not be required to reimburse the same, excess amount to the company.

14. Payment of adjustments offered *vide* clause 4 above will be made along with the wages for the month of November, 1966.

15. Duration of the settlements.—The settlement shall come into force with effect from 1st October 1966 and shall remain in force for a period of three years from the date of operative of settlement, ending with 31st October, 1969, and the workmen or the Union or other shall have no right whatsoever to raise any fresh demands regarding any of the above matters or agitate for the same during the operation of the settlement.

(Sd.) Illegible,

M/s. Nathani Steel Yard.

Adjacent to Vidhya Vihar Rly. Station,
Bombay-77.

(Sd.) Illegible,

Transport and Dock Workers' Union,
Bombay-
16th November 1966.

List of the workers in the employment of M/s Nathani Steel Yard.

1. Shri Bala Mahadu.
2. Shri Prabhakar Tukaram
3. Shri Dyaneshwar Shanker.

4. Shri Ramdhanf.
5. Shri Sidhari Prasad.
6. Shri Sharmuraj.
7. Shri Baiju Prasad.
8. Shri Chhabilal
9. Shri Kanhaiyalal.
10. Shri Tukaram Sitaram.
11. Shri Satyaba Tukaram.
12. Shri Raghu Genu.
13. Shri Raghunath Maruti.
14. Shri Namdeo Gajoo.
15. Shri Balkoo Ananda.
16. Shri Rama Aba.
17. Shri Dadoo Jiwra.
18. Shri Sitaram Ganpat.
19. Shri Pandurang Abaji.
20. Shri Nizauddin.
21. Shri Khandu Rakhma.
22. Shri Ramchandra Vithoba.
23. Shri Santlal Bhikoo.
24. Shri Nana Bhau Raghoo.
25. Shri Baboo Dagdoo.
26. Shri Rajaram Hari.
27. Shri Sopana Lahanoo.
28. Shri Sopana Bapoo.
29. Shri Mahipat Rambhar.
30. Shri Tatyaba Kondiba.
31. Shri Jaisingh Vithoba.
32. Shri Tambl Dev Taigo.
33. Shri Mahadeo Vithoba.
34. Shri Baban Nagoo.
35. Shri Dasarath Tukaram.
36. Shri Sona Manjapa.
37. Shri Laxmibai Ganpat.
38. Shri Rama Genoo.
39. Shri Kashinath Maruti.
40. Shri Sakharam Kisan.
41. Shri Laxman Shripat.
42. Shri Dhondibau Maruti.
43. Shri Namdeo Rambhau.
44. Shri Hasan Yusuf.
45. Shri Ramoo Bala.
46. Shri Pancham Hari.
47. Shri Pandurang Shivram.
48. Shri Ananda Govinda.
49. Shri Ram Shantaram.
50. Shri Banshi Tatyaba.
51. Shri Ram Dhaneshwar Sumir.
52. Shri Dukhram Sechan.
53. Shri Yeshwant Deoji.

54. Shri Ananda Rajaram Sagre.
55. Shri Dyandeo Shivrām Ichke.
56. Shri Gajaraj.
57. Shri Maruti Baboo Renuse.

[No. 28(62)/63-LRIV.]

S.O. 3936.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Labour Court, Hubli in the industrial dispute between the employers in relation to the management of the quarries of Messrs Bagalkot Cement Company Limited, Bagalkot, District Bijapur and their workmen which was received by the Central Government on the 3rd December, 1966.

IN THE LABOUR COURT AT HUBLI

Dated 28th November, 1966.

CENTRAL GOVERNMENT REFERENCE (ID) (LCH) No. 15 of 1966.

PRESENT:

Sri Syed Azizuddin Ahmed. M.A., B.L., Presiding Officer.

BETWEEN

The Workmen of M/s. Bagalkot Cement Company, Ltd., Bagalkot, represented by the General Secretary, Bagalkot Cement Co., Workers Union Venkatpet, Bagalkot.—I Party.

AND

The Management of M/s. Bagalkot Cement Company Ltd., Bagalkot, Dist. Bijapur.—II Party.

This is a reference U/s 10(1)(d) read with Section 7 of the Industrial Disputes Act, 1947, made by the Government of India, Ministry of Labour and Employment, New Delhi, dated 21st January 1966. The point of dispute referred for adjudication is as under:—

“Whether the retrenchment by the management of the following 45 workmen on the 24th October, 1964 is proper and justified? If not, to what relief are they entitled?”

S.No.	Name	S.No.	Name
1.	S. S. Koppal	24.	Grupadappa Girimallappa
2.	A. V. Deshpande	25.	Vithal Govindappa
3.	K. K. Maktedar	26.	Irappa Ganapateppa
4.	S. A. Badami	27.	Ghanabasappa Sangappa
5.	Gadigeppa Mallappa	28.	Keshappa Japanna
6.	Chanbasappa Sangappa	29.	Basavaraj Honakeriappa
7.	Dhulappa Nagappa	30.	Babu Dharamappa
8.	Rudrappa Ramappa	31.	Maliyappa Sangappa
9.	Neelappa Nanappa	32.	Vithal Chandrappa
10.	Yalgurdappa Yankappa	33.	Mahibubsab Husensab
11.	Basappa Dundappa	34.	Yamanappa Bhimappa
12.	Chandrappa Rangappa	35.	Ramappa Bhimappa
13.	Dongarisab Allisab	36.	Shankarappa Dundappa
14.	Topanna Thakarappa	37.	Gadeppa Parappa
15.	Munappa Havalappa	38.	Konappa Sorappa
16.	Shivaputrappa Bhimappa	39.	Ramappa Siddappa
17.	Irappa Laxman	40.	Adiveppa Shivalingappa
18.	Kasimsab Hasansab	41.	Irappa Chanabasappa
19.	Aminsab Dongarisab	42.	Rahimansab Husensab
20.	Hamajasab Husensab	43.	Ramappa Haleppa
21.	Dhariyappa Nagappa	44.	Jeevappa Gopanna
22.	Rajesab Allisab	45.	Habamantappa Basappa
23.	Teekappa Gopanna		

2. The cause of the aggrieved workmen has been sponsored and espoused by The Bagalkot Cement Company Workers' Union, Venkatpet, Bagalkot, Bijapur District represented by its General Secretary, Sri N. K. Upadhyaya, President

of the union appeared for the I Party while Sri B. Narayanaswamy, Advocate appeared for the II Party.

3. In response to the notice issued by this Court, the I Party filed its claim Statement, dated 28-2-1966 and the II Party its Counter Statement, dated 28-6-1966.

4. The present industrial dispute relates to the retrenchment of forty-five workmen of the II Party management. The case of the I Party is that all these forty-five workmen were permanent employees of the Company, and they were working in the Company's lime-stone mines as 'mazdoors' and 'mares' with a continuous service of more than 7 to 8 years. On 21-4-1964 the management refused work to some of the aggrieved workmen, who had attended their duties in 'C' shift from 14.00 hours to 22.00 hours and had worked for one and half hours. The retrenchment is in violation of the provisions of 15 (a) of the Standing Orders of the Company in as much as two weeks' notice was not served on the aggrieved workmen. The management did not comply with the procedure laid down in Sec. 25-G of the Industrial Disputes Act. It gave the go by to the principle 'last come first go'. Further, the management had violated the Industrial Truce resolution, dated 3rd November, 1962, which stated that dismissals, retrenchments, and discharges should be avoided during the present emergency. Thus, the whole action of the management is illegal and ultravires. Hence the workmen have to be reinstated with back wages and with costs. The II Party resisted the Claim Statement. It filed a detailed Counter Statement traversing the allegations in the Claim Statement of the I Party. The pith and substance of the Counter Statement is that the retrenched workmen were working as temporary hands and were made permanent with effect from 1st January, 1964. They were made permanent on the specific understanding that their services would be terminated as soon as the belt-conveyer was installed. This is evidenced by a copy of the undertaking given by the workmen marked Annexure A. The workmen were retrenched by the Company as per notice dated 24th October, 1964. As they were superfluous to requirement for reasons stated in the said notice. The copy of the notice is appended and marked as Annexure B. The retrenched workmen were offered a month's wages in lieu of notice and retrenchment compensation in accordance with the Industrial Disputes Act, 1947 and all other dues. All of them have accepted the wages in lieu of notice, retrenchment compensation and all other dues. Due to installation of the belt conveyer from the quarry to the factory, the work of transportation of crushed lime stone to the factory from the quarry by tubs, which the concerned workmen were all along doing was not available and hence they were rendered surplus to requirement. The management in effecting the retrenchment has followed the procedure laid down in Industrial Disputes Act, 1947 and only the junior most workmen have been retrenched.

6. The II Party denied the fact that it had not followed its Standing Orders or the provisions of Chapter V A of the Industrial Disputes Act, 1947. The concerned workmen were served with individual notice on 24th October, 1964 stating the reasons for which the retrenchment was effected. The company had also put up a general notice on the notice-board, informing the concerned workmen that they were being retrenched as they were rendered superfluous to requirement due to the installation of belt conveyor. It was further stated that the Industrial Truce resolution dated 11th March, 1962 referred in the Claim Statement does not in any way impose a legal bar in respect of retrenchment of workmen if it become necessary due to rationalisation of machinery and more efficient methods of manufacture. There is nothing illegal in the action of the company in retrenching these workmen and they are not entitled to be reinstated nor are they entitled to any relief.

7. In addition to the Point of Dispute, referred for adjudication, on 28th June, 1966 the following issue was raised:—

Whether the I Party proves that the II Party management has not followed its standing order provision 15 (a) and Sec. 15 G of the Industrial Disputes Act, 1947 while effecting the retrenchment of the aggrieved workmen?

8. The I Party examined in all four witnesses and closed its evidence while in rebuttal, the II Party examined in all two witnesses. Three documents were marked as exhibits for the I Party and twelve for the II Party.

FINDINGS

9. These two issues may, better, be discussed together. Annaji, W.W.1. Syed Abdulkhader, W.W. 3 who are the mates and the other witnesses Vithal, W.W. 2 and Shankarappa, W.W. 4 who are the ordinary workmen admitted that they

were all daily rated workmen getting Rs. 3.50 per day. They deposed that they were not served with the notice of termination and the same was not put up on the notice-board of the factory. Annaji. W.W. 1 says that the Works Manager orally told him that he and the other 14 workmen working under him were no longer required and that they had been retrenched. Similarly, Syed Abdul-khadar. W.W. 3 deposed that on 25th October, 1964 when he came to duty the Watchman told him that he had been retrenched. The witnesses of the I Party W.W. 1 to W.W. 4 make a grievance of the fact that the workmen, who were junior to them have been retrenched while they who were senior to them had been retrenched. They cited the names of Ningappa Sirur, Saheblal, Ningappa Siddappa, Dadabhai, Mohamad Ghouse, Raje Saheb, Hanamanta, Narayana, Basayya and Yalgi by way of example. All these witnesses admit having received the retrenchment compensation, one month's wages in lieu of notice and other dues. In rebuttal, B. S. Mani, M.W. 1 Chief Time-keeper, who has been working under the II Party since last eleven years deposed that for the year 1962 they were getting the work of tub-loading through a contractor. Originally all the 45 aggrieved workmen used to work under a contractor. Ex. M-7 is the work order and Ex. M-8 is the order abolishing the contract system in the department. The workers, who were working under the contractor were taken over by the management as temporary workers. Ex. M-9 is the file containing the undertakings given by each one of the aggrieved workmen when they were taken as temporary workmen. For a proper appraisal of the real nature of the dispute between the parties, it would be better to reproduce in full one such undertaking of the workman. It runs thus:

Q. T. No. 42

To,

The Mines Manager,
Bagalkot Limestone Mines,
Bagalkot.

Temporary Appointment

Sir,

It has been explained by your officers to me that I have been recruited by you as a temporary worker for loading of tubs of limestone at the quarry.

I know that the work will be of temporary nature and as the company proposes to instal a belt conveyor within a short time, my work will be limited to a few months, any way not more than five months from today. At the end of this period my work with you will come to an end and I shall have no claim whatsoever in respect of this work excepting what appertains to temporary employment for a limited period.

I am signing this letter to indicate that I have perfectly understood the temporary nature of my employment and I am fully aware that it will come to an end within a period of six months from today.

I am grateful to you for giving me, during my period of employment with you, the wages of an unskilled labourer, as introduced in all cement factories.

Yours faithfully

L.H.T.I. of Irappa Laxman Bagalkot:

Bagalkot.

Dated 15th December, 1962.

When the workmen were made permanent a fresh undertaking was taken from them as per Ex. M-1. It runs thus:—

"ANNEXURE 'A'

Mines Manager,
Bagalkot Limestone Mines,
Bagalkot.

Sir,

I am grateful to you that at my request you have made my Temporary appointment into a permanent one with effect from 1st January, 1964, on my having completed continuous service which makes me eligible for being made permanent. I am glad that the company will grant me all the privileges of a permanent appointment like Provident Fund, Leave and retrenchment compensation.

You have explained to me that my appointment will be terminated as soon as the Belt Conveyor is installed and that my work with you will come to an end on that day, and that I shall have no claim for continuity of my service.

I am signing this letter to indicate that I have perfectly understood the nature of my employment and that it will come to an end as soon as the Belt Conveyor is installed.

Yours faithfully,

Date:—

By seeing the Master Ledger, Ex. M—10, the witness stated that Saheblal Sagar, SI. No. 992, Ningappa—Siddappa, SI. No. 1004, Dadabhai Kotwal, SI. No. 993, Hanamantappa Sivaramappa, Sd. No. 1009, Gangappa Sivappa, S. No. 1007, Siddappa, Basappa, SI. No. 1011, Rajesaheb Imamsaheb, SI No. 994, Narayan Govindappa, SI. No. 1010 were all confirmed on 1st January, 1964. The aggrieved workmen SI. No. 945 to 990 in Ex. M—10, each one of them was also confirmed on 1st January, 1964. They were retrenched on 21st April, 1964 as seen from Ex. M—10(a), S.G. Yalgi. SI. No. 478 joined the ex-service in the quarry on 17th September, 1956. Siddappa Bannidinni is an independent contractor, he is not an employee of the company and his name does not figure in Ex. M—2. There has been practically very little cross-examination of this witness. Sivaputrappa M. W. 2, Time-keeper of the Hind Party deposed that the management had served a notice of change to the union as per Ex. M—11. A general notice as per Ex. M—2 was put up on the notice-board by the peon in his person and under his inspection, himself took personally letters to the individual aggrieved workmen but they refused to receive the letters. Two such letters have been marked Exs M—3 and M—4 and the others collectively as Ex. M—12. His peon pasted the duplicate of the individual letters on the notice board under his instruction. The general notice of retrenched in Kannarese version was also pasted on the notice board in his presence. During the course of his cross-examination he further clarified that he presented the letters for service when the workmen were on duty on 24th October, 1964.

9. Sri N. K. Upadhyaya, the learned representative of the I Party assailed the retrenched of the aggrieved workmen on three grounds. The first being that the management did not contact the workmen to communicate them the reasons for retrenchment. Secondly, the principle of 'last come first go' as prescribed in Section 25G was not observed. Thirdly, notice as laid down in Section 25 F(c) was not served on the appropriate Government. He also pointedly invited my attention to the Industrial Truce Resolution referred to in the Claim Statement. He referred to the following rulings during the course of his arguments:

- (1) 1955 LLJ (2) page 395.
- (2) 1957 LLJ (1) page 243.
- (3) 1960 LLJ (1) page 251.

10. Sri B. Narayanaswamy, arguing for the Party submitted that the contention of the learned representative are devoid of substance. He submitted that from unimpeachable evidence the management has established the fact that the management did serve the retrenchment orders on the aggrieved workmen as evidenced by the testimony of Shivaputra, M.W. 2, but the aggrieved workmen had refused to serve them. The duplicate of the orders were pasted on the notice board of the factory in the presence of this witness and under his instruction by his peon Kul-karni. This being so, it cannot be contended that the management did not contact the workmen to communicate them the reasons of retrenchment. He argued that due regard has been given to the principle of 'last come first go' in effecting retrenchment. Thirdly, that there has been due compliance of the provision 15A of the Standing Orders and Section 25G of the I.D. Act, 1947. Lastly, he submitted that retrenchment has been effected when it became inevitable and there has been no violation of the Industrial Truce Resolution, dated 3rd November, 1962 stated by the I Party in its Claim Statement. I gave my wakeful attention to the decisions referred to above.

11. In the first, ruling, which is of the Labour Appellate Tribunal of India, it has been observed:

"There must be an order terminating their services and it must be communicated to the workmen concerned. As the company had declared a

lock-out following the strike and the workmen could not, therefore, have access to the notice board of the company, a general notice of dismissal affixed on the notice board of the company cannot be considered to be effective. Similarly the offer to reinstate the workmen, who would report for duty within the stipulated time should be infactual in the circumstances. etc."

It is apparent to the naked eye that this ruling is not on all fours with the facts of the present case. Herein we have got the sworn testimony of Shivaputra, M.W. 2 that he personally took the letters (order of retrenchment) to the individual workmen and they had refused to serve them. The duplicate or these orders were pasted on the notice board in his presence and under his instruction by his peon Kulkarni. There is no reason to disbelieve the sworn testimony of this witness. The points canvassed in the second ruling are different and they have no bearing on the facts of the present case. In the last decision it has been observed:

"The Section 25 F(b) provides that no workmen shall be retrenched until the condition in question has been satisfied. Hence, it cannot be contended that when the sanction imposed in mandatory terms a condition precedent non-compliance with the said condition would not render the impugned retrenchment invalid and inoperative".

The argument of Sri N. K. Upadhyaya is that the retrenchment of the aggrieved workmen is invalid and inoperative. We shall just examine the validity of this argument. All the four witnesses examined by the I Party have admitted the receipt of retrenchment compensation, one month's wages in lieu of notice and other dues. From credible evidence it has been established that the notice of retrenchment detailing the reasons was presented to them for service and that they had refused to serve it. Thereupon, the same was pasted on the notice board. Admittedly no notice in the prescribed form has been served on the appropriate Government. We shall just consider the effect of nonservice of such notice. In a ruling reported in 1964 LLJ (1) 351/357 (S.C.) it has been observed:

"There does not appear to be present any compelling consideration which would justify the making of the provision prescribed by Clause 'C' a condition precedent as in the case of Clauses 'A' and 'B'. Therefore, having regard to the object which is intended to be achieved by Clauses 'A' and 'B' as distinguished from the object which Clause 'C' has in mind, it would not be unreasonable to hold that clause 'C' unlike Clauses 'A' and 'B' is not a condition precedent."

In the instant case, in the absence of any evidence to show that the workmen received the compensation amount and one month's wages in lieu of notice voluntarily they can have no claim to reinstatement. There does not seem to be much truth in the allegation that the management had given the go by to the principle of 'last come first go' as seen from the testimony of B.S. Mani, M.W. 1, Chief Time Keeper, which has been referred above. After the adjournment of the case for passing of the award, Sri N. K. Upadhyaya, the learned representative of the I Party sent a list of 34 persons with a covering letter dated 24th October, 1966. This is in support of his contention that these 34 persons, who are juniors, were retained in service by the management in preference to the aggrieved workmen, who were seniors. No notice of this list can be taken at this stage. In a ruling reported in 1966 LLJ (2) page 324 the Lordships of the Supreme Court have expressed their view on the principle of 'last come first go' in these words:

"The rule of 'first come last go' is intended to secure an equitable treatment to the employees when, having regard to the exigencies of the business, it is necessary to retrench some employees. But in the application of the rule the interests of the business cannot be overlooked. The rule has to be applied where other things are equal and the management act fairly to the employees. Where however the management bona fide retains staff possessing special aptitude in the interests of the business, it cannot be assumed to have acted unfairly merely because the rule 'first come, last go' is not observed."

In the same ruling it has been further held

"It is an accepted principle of industrial law that in ordering retrenchment ordinarily the management should commence with the latest recruit and progressively retrench employees higher up in the list of seniority. But this rule is not immutable and for valid reasons may be departed from."

The witness has suggested the names of certain workmen, who were retained in service in preference to them. Sri Mani, M.W. 1 showed with reference to the

Master Ledger that this was not correct. Strictly speaking, the names of these 34 workmen should have been suggested to Sri Mani, M.W. 1 and his explanation should have been taken. In the absence of this, no notice can be taken of this list. Sri B. Narayanaswamy rightly contended that the Industrial Truce Resolution referred to by the learned representative of the I Party has no legal binding effect. At best it is only of a moral value. As a natural corollary to the above discussion, this issue is decided against the I Party.

The next important point to be considered is, whether the retrenchment is proper and justified? This question revolves round the propriety of the introduction of the conveyor belt by the management. Sri N. K. Upadhyaya argued with a certain amount of motion that the management ought not to have introduced the conveyor belt for transporting crushed lime stone to the factory from the quarry, which the concerned workmen were all along doing by means of tubs. They could have very well deferred this to a future date in view of the present condition of the workmen, who have been so hard hit by soaring prices. In answer to this Shri B. Narayanaswamy replied with a certain amount of emphasis that our economy is changing, automation is coming in. It would be futile to stop it. The right of the management to rationalise the industry has been accepted in several decisions of our High Court. In a labour force of more than 1000, the management have retrenched only 45 workmen after giving due consideration to the subject. They did so, when it was inevitable. The introduction of conveyor belt was anticipated long before the retrenchment. The aggrieved workmen, who were working under a contractor were taken over by the management on the specific understanding that they would be retrenched when a conveyor belt was introduced. They were also made permanent on the same understanding. Now they cannot turn round and say that the management was not justified in terminating their services and that their action was not justified. Annaji, W.W. 1, who is the star witness of the I Party admits it during the course of cross-examination that after the conveyor belt was installed there was no work for loading the tubs.

Thus, it would be seen that the aggrieved workmen were rendered superfluous to requirement consequent to the introduction of the conveyor belt. From the evidence on record and on an overall consideration of the facts and circumstances of the case, I hold that the retrenchment of the 45 workmen mentioned in the order of reference was proper and justified.

AWARD

It is held that the retrenchment by the management of the 45 workmen, mentioned in the order of reference is proper and justified. They are not entitled to any relief. The parties shall bear their own costs.

Place: Hubli.

Date: 28-11-1966

(Sd.) SYED AZIZUDDIN AHMED,

Presiding Officer, Labour Court, Hubli

ANNEXURE

Central Govt. Reference (ID) (LCH) No. 15/1966

Witnesses examined for I Party

W.W.1	.	.	Annaji Venkatesh Deshpande
W.W.2	.	.	Vithal Govindappa
W.W.3	.	.	Syed S/o Abdulkhadar
W.W.4	.	.	Shankarappa Dundappa

Witnesses examined for II Party

M.W.1	.	.	B.S. Mani
M.W.2	.	.	Shivaputrappa Sankarappa Hebballi

Documents marked for I Party

Exhibits :

W—1	.	.	Temporary token of Sri A.V. Deshpande
W—2	.	.	Permanent token of Sri A.V. Deshpande
W—3	.	.	List of temporary workers who were in service upto 31-7-1965

Documents marked for II Party

M—1	.	.	.	True copy of letter signed and given by the retrenched workman
M—2	.	.	.	General notice of retrenchment dated 24-10-1964
M—3	.	.	.	Letter of retrenchment dated 24-10-1964 of Sri A.V. Deshpande.
M—4	.	.	.	Letter of retrenchment dated 24-10-1964 of Sri Vithal Govindappa.
M—5	.	.	.	Letter of retrenchment dated 24-10-1966 of Sri S.A. Badami
M—6	.	.	.	Letter of retrenchment dated 24-10-1964 of Sri Shankarappa Dundappa.
M—7	.	.	.	Letter No. W/o Quarry/4-5162 dated 1-6-1962 addressed to Sri Murnal.
M—8	.	.	.	Letter No. W/o Quarry/4-9103 dated 17/18-12-62.
M—9	.	.	.	File containing letter from employees dated 15-12-62.
M—10	.	.	.	Copy of Master Ledger of appointments.
M—11	.	.	.	Copy of notice of change dated 24-10-1964
M—12	.	.	.	40 individual retrenchment letters dated 24-10-1964.

Place : Hubli
Date: 28-11-1966.

(Sd-) SYED AZ ZUDDIN AHMED,
Presiding Officer,
Labour Court, Hubli.

[No. F. 36/32/65/LRI.]

ORDERS

New Delhi, the 13th December 1966

S.O. 3937—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the Canara Bank Limited and their workmen in respect of the matter specified in the Schedule hereto annexed.

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri B. S. Somasundram shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

Considering his previous service and the present nature of work, whether Shri U. Surendra Shenoy is eligible for promotion to the post of Assistant Accountant without a written test. If so from what date he should be promoted as an Assistant Accountant?

[No. 51/41/66-L.R. IV.]

New Delhi, the 16th December 1966

S.O. 3938—Whereas an industrial dispute exists between the General Manager, Bhilai Steel Plant of Hindustan Steel Limited, Bhilai, in relation to Rajhara Iron Ore Mines (hereinafter referred as the said Company) and their workmen represented by the Khadan Mazdoor Congress, Rajhara, Post Office Dalli—Rajhara. District Durg (hereinafter referred to as the Union);

And, whereas, the said Company and the Union have by a written agreement, in pursuance of the provisions of sub-section (1) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), agreed to refer the said dispute to arbitration of the person mentioned therein, and a copy of the said arbitration agreement has been forwarded to the Central Government;

Now, therefore, in pursuance of the provisions of sub-section (3) of section 10A of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the said arbitration agreement, which was received by it on the 5th December, 1966.

Agreement

(Under Section 10-A of the Industrial Disputes Act 1947)

BETWEEN*Representing the employers*—1. Shri L. J. Kale, Sr. Labour Officer (Mines) Bhilai Steel Plant.

2. Shri S. Balakrishnan, Personnel Officer (Mines), Bhilai Steel Plant.

Representing the workmen—Shri P. K. Sengupta, General Secretary, Khadan Mazdoor Congress.

It is hereby agreed between the parties to refer the following industrial dispute to the arbitration of Shri D. Panda, Regional Labour Commissioner (Central), Jabalpur.

(i) *Special matter in dispute*.—In the light of the discussions between the parties before Shri P. N. Razdan, the then Regional Labour Commissioner (Central), Jabalpur on 31st May 1965 whether Shri S. Mukherjee, Chargeman, Rejhara Mines of Bhilai Steel Plant is entitled to promotion in the scale of Rs. 325—475, if so, from what date.

(ii) *Details of the parties to the dispute*.—General Manager, Bhilai Steel Plant of Hindustan Steel Ltd., Bhilai (Durg-MP), in relation to Rajhara Iron Ore Mines and their workmen represented by Khadan Mazdoor Congress, Dalli-Rajhara (Durg-MP).

(iii) *Name of the union representing the workmen in question*.—Khadan Mazdoor Congress, Rajhara, P.O. Dalli-Rajhara (Distt. Durg M.P.):

(iv) *Total number of workmen employed in the under-taking affected*.—2300.

(v) *Number of workmen affected by the dispute*.—1.

The Arbitrator shall make his award within a period of 9 months from this date or within such further time as extended by mutual agreement between us in writing. In case the Award is not made within the period aforesaid the reference to arbitration shall stand automatically cancelled and we shall be free to negotiate for fresh arbitration.

(Sd.) P. K. SENGUPTA,

(Sd.) L. J. KALE,

29-10-66.

Accepted

(Sd.) S. BALAKRISHNAN

(Sd.) D. PANDA,

Witnesses

Regional Labour Commissioner (Central) Jabalpur.

1. (Sd.) K. N. DIXIT,

2. (Sd.) P. S. NAIR,

Bhilai

29-10-66.

[F. No. F. 37/13/66-LR-I.]

S.O. 3939.—Whereas an industrial dispute between the State Bank of Patiala and its workmen in respect of the matter specified in the Schedule hereto annexed was referred for adjudication to Shri K. L. Gosain, Presiding Officer, Industrial Tribunal at Chandigarh by the Order of the Government of India in the late Ministry of Labour and Employment No. S.O. 4227 dated the 2nd December, 1964;

And, whereas the award of the said Industrial Tribunal was published by the notification of the Government of India in the late Ministry of Labour and Employment No. S.O. 850 dated the 6th March, 1965;

And, whereas the High Court of Punjab by its decision dated the 5th September, 1966, has quashed the aforesaid award and has remanded the dispute for rehearing by the Industrial Tribunal and disposal in accordance with law;

And, whereas the services of Shri K. L. Gosain have ceased to be available;

Now, therefore, in exercise of the powers conferred by section 7A and clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal with Shri Ishwar Das Pawar as the Presiding Officer with headquarters at Chandigarh and refers the said dispute to the said Industrial Tribunal for adjudication.

SCHEDULE

1. Whether the management of the State Bank of Patiala was justified in terminating the services of Shri Devinder Pal Verma (Clerk-cum-typist) with effect from the 3rd May 1963?
2. If not, to what relief is the workman entitled?

[No. F. 55(42)/66-LRIV.]

A. L. HANDA, Under Secy.

(Department of Labour and Employment)

New Delhi, the 13th December 1966

S.O. 3940.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948), the Central Government hereby makes the following Scheme further to amend the Bombay Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Bombay Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Bombay Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, in clause 16, after sub-clause (3), the following sub-clause shall be inserted, namely:—

“(4) An appellant shall not be entitled to be represented by a legal practitioner before the appellate authority, but he shall be entitled to be represented by a representative of the registered trade union of which he is a member or by a listed worker.”.

[No. 630/2/66-Fac.I.]

S.O. 3941.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948 (9 of 1948) the Central Government hereby makes the following Scheme further to amend the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Madras Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Madras Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, in clause 16, after sub-clause (3), the following sub-clause shall be inserted, namely:—

“(4) An appellant shall not be entitled to be represented by a legal practitioner before the appellate authority but he shall be entitled to be represented by a representative of the registered trade union of which he is a member or by a listed worker.”.

[No. 630/2/66-Fac-2]

S.O. 3942.—In exercise of the powers conferred by sub-section (1) of section 4 of the Dock Workers (Regulation of Employment) Act, 1948, (9 of 1948) the Central Government hereby makes the following Scheme further to amend the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, the same having been previously published as required by the said sub-section, namely:—

1. This Scheme may be called the Calcutta Unregistered Dock Workers (Regulation of Employment) Amendment Scheme, 1966.

2. In the Calcutta Unregistered Dock Workers (Regulation of Employment) Scheme, 1957, in clause 16, after sub-clause (3), the following sub-clause shall be inserted, namely:—

“(4) An appellant shall not be entitled to be represented by a legal practitioner before the appellate authority but he shall be entitled to be represented by a representative of the registered trade union of which he is a member or by a listed worker.”.

[No. 630/2/66-Fac-3.]

R. C. SAKSENA, Under Secy.

(Department of Labour and Employment)*New Delhi, the 14th December 1966*

S.O. 3943.—In pursuance of Sub-section (1) of Section 14, Sub-section (1) of Section 15, Sections 16, 17 and 18 of the Personal Injuries (Compensation in Insurance) Act, 1963 (37 of 1963), the Central Government hereby authorises the Chief Inspector of Plantations, Assam appointed under Section 4(1) of the Plantations Labour Act, 1951 to exercise the powers under Sections 14, 15, 16, 17 and 18 of the said Act throughout the State of Assam and Inspectors of Plantations, Assam, appointed under Section 4(1) of the Plantations Labour Act, 1951 to exercise the powers under Sections 14 and 15 of the said Act within their respective jurisdiction.

[No. 3/40/66-Spl. Fac. II.]

CORRIGENDUM*New Delhi, the 14th December 1966*

S.O. 3944.—In the Notification of the Government of India in the Ministry of Labour, Employment and Rehabilitation No. S.O. 3416, dated the 1st November, 1966 published in Part II, Section 3, Sub-section (ii) of the Gazette of India Extraordinary dated the 12th November, 1966:

Please read "*Inspectors of Factories, Mysore State*" in place of "*Inspector of Factories, Mysore and*

"*Inspectors of Plantations, Mysore State*", in place of "*Inspector of Plantations, Mysore.*"

[No. 3/40/66-Spl. Fac. II.]

N. N. CHATTERJEE, Jt. Secy.

(Department of Labour & Employment)*New Delhi, the 16th December 1966*

S.O. 3945.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kir'oskar Consultants Limited, Elphinstone Road, Kirkee Poona-3 have agreed that the provisions of the Employees' Provident Funds Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the 1st day of April 1966.

[No. 8(34)/66-PF.II.]

ORDER*New Delhi, the 7th December 1966*

S.O. 3946.—In exercise of the powers conferred by section 73F of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government, having regard to the seasonal nature of the industry carried on in the factory, hereby exempts, for a further period of one year with effect from the 1st January, 1967, every factory which is exclusively engaged in wool pressing either with or without cotton pressing and ginning, from the payment of the employers' special contribution leviable under Chapter VA of the said Act.

[No. F.7(10)/66-HI.]

DALJIT SINGH, Under Secy.

(Department of Labour and Employment)*New Delhi, the 17th December 1966*

S.O. 3947.—In exercise of the powers conferred by clause (1) of article 258 of the Constitution and in supersession of the notification of the Government of India in the late Ministry of Labour No. S. R. O. 877, dated the 4th March, 1954, the

President hereby entrusts to the Government of Mysore, with their consent, the functions of the Central Government under the Minimum Wages Act, 1948 (11 of 1948), in so far as such functions relate to the fixation, review and revision of minimum rates of wages fixed under the said Act for employees engaged in stone-breaking or stone-crushing operations carried on in any quarry situated within the State of Mysore.

[No. LWI-1-2(21)/65.]

S.O. 3948.—In exercise of the powers conferred by clause (a) of sub-section (1) of section 3, read with clause (iii) of sub-section (1) of section 4, and sub-section (2) of section 5, of the Minimum Wages Act, 1948 (11 of 1948), the Central Government hereby fixes the minimum rates of wages payable to certain categories of employees employed on a contract basis on the construction or maintenance of roads or in building operations and in stone breaking or stone crushing undertaken by the Indian Institute of Technology, Hijli Kharagpur specified in the Schedule annexed hereto, the same having been previously published as required by clause (b) of sub-section (1) of section 5 of the said Act, and directs that this notification shall come into force on and from the 15th January 1967.

SCHEDULE

<i>Categories of employees employed on a contract basis Unskilled</i>	<i>All inclusive minimum rates of wages per day</i>
Mazdoor adult (female)	Rs. 1.80
Mazdoor adolescent	Rs. 1.60
Mazdoor Child	Rs. 1.35

NOTE:—The rates of wages indicated above shall be exclusive of the wage due for the weekly day of rest.

[No. LWI-1-7(9)/65.]

O. P. TALWAR, Under Secy.

MINISTRY OF EDUCATION

New Delhi, the 15th December 1966

S.O. 3949.—WHEREAS the Central Government is of opinion that, by reason of their historical or archaeological importance, it is desirable to preserve the antiquities mentioned in the notifications of the Government of India in the Ministry of Education Nos. S.O. 2405, 2406 and 2407 dated the 2nd August, 1966 issued under sub-section (1) of Section 25 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) and specified in the Schedule below, in a public place ;

NOW, THEREFORE, in pursuance of sub-section (1) of section 26 of the Ancient Monuments and Archaeological Sites and Remains Act, 1958 (24 of 1958) the Central Government hereby orders that the said antiquities shall be purchased compulsorily at their market value.

THE SCHEDULE

Serial No. 1	State 2	District 3	Tehsil 4	Locality 5	Description of antiquity 6	Ownership 7	Remarks 8
1	Madhya Pradesh	Satna	Nagod	Near Village Pataora.	The sculpture shows a prince seated and playing on a vina and two men dancing. It bears two inscriptions in the Brahmi script of Sunga period, which read respectively. Vambuma-noavayesa <i>Jatakam</i> and <i>vedisa ayamaya dana rana</i> .	Shri Lal Singh and Shri Gopal Singh, local Thakurs of village Pataora.	Originally from Bharhut, the sculpture is now studded as a beam over two pillars of the chhatra on the outskirts of village Pataora. The sculpture has been published by Gen. Cunningham in <i>Stupa of Bharhut</i> , plate 26 figure 8.
2	Madhya Pradesh	Satna	Nagod	Bhatanwara	A rail pillar with a central medallion presenting a royal group or assembly and a horse, with the half medallion on top showing a woman just above a curtain. On the other side of the pillar the half medallion presents a similar pattern but a man substituting the woman,	Disputed sculptures claimed by the following brothers Urmila Pratap Singh, Virendra Pratap Singh, Kanwar Shri Pratap Singh and Vijay Pratap Singh.	Originally from Bharhut, these sculptures are now fitted into the masonry of the Garhi at Bhatanwara, wherein Shri Urmila Pratap Singh is now residing.

and the Central medallion shows a scene of a prince shooting in the sky. Above this is an inscription in Brahmi script of the Sunga period ; mor-giramijat mitasadana. Size 90"×12-1/2"×10-1/2".

3	Madhya Pradesh	Satna	Nagod	Bhatanwara	A rail pillar showing a rider on horse-fish in the central medallion on one side and on the other two crabs clutching two men. There is also an inscription in Brahmi script of the Sunga period, which reads : Karahakata utaragadhikasa thabhoda. Size 65-1/2"×11-1/2"×12".	As above	As above.
4	Madhya Pradesh	Satna	Nagod	Bhatanwara	A coping piece with central portion well preserved, showing in the <i>bights</i> of the <i>Kaipavalli</i> , mountain climbers and elaborate <i>Kanths</i> , or necklet and earrings both circular ones and a long <i>karanaveshtrna</i> . Towards one end, the tail of an elephant is visible though the rest of the figure has been chiselled off for using the piece as a beam. This is also fixed as beam over capitals of two pillars, Size 56"×12"×13-1/2".	As above.	As above.

1	2	3	4	5	6	7	8
5	Madhya Pradesh	Satna	Nagod	Bhatanwara	A coping piece, covered with accumulated dirt and dust but showing a series of lotuses and a row of bells, a common motif at Bharhut. Size 71"×13-1/4" 13-1/2".	As above.	As above.
6	Madhya Pradesh	Satna	Nagod	Bhatanwara	Octagonal shaft of a pillar with an inscription in three lines in Brahmi script of Sunga period which reads: Suganara Agaraja torana. Size 56".	As above.	As above.
7	Delhi		Delhi	National Museum, New Delhi.	A rectangular panel from Bharhut depicting the relics of Buddha being carried on an elephant after the division of relics. It is in two fragments. Size of left hand piece: 48-3/4"×11-1/2". Size of right hand piece: 52-3/4"×11-1/2".	Shri B. P. Sharma, 34, South Patel Nagar, New Delhi.	The panel for the purchase of which the National Museum is negotiating, is said to have been purchased by Shri B. P. Sharma from Shri Urmila Pratap Singh, now residing in the Garhi at Bhatanwara, Tehsil Nagod, District Satna, Madhya Pradesh.

[No. F.8-20/66 (C.2)—CAI (5).]

A.S. TALWAR, Under Secy.